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November 1, 2000

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Dear David:

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Please accept for filing the original and thirteen copies of the Petition for Interconnection Arbitration filed on behalf of COVAD Communications Co. Thank you for your attention to this matter.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

Henry Walker

HW/nl Attachment

#### **BEFORE THE**

#### TENNESSEE REGULATORY AUTHORITY

	)	•
Petition for Interconnection Arbitration	)	DOCKET NO. 00-0430
By DIECA Communications, Inc. d/b/a Covad Communications Company Against BellSouth Telecommunications, Inc.	)	
Bensouth Telecommunications, me.	)	

# PETITION FOR INTERCONNECTION BY COVAD COMMUNICATIONS COMPANY AGAINST BELLSOUTH TELECOMMUNICATIONS COMPANY

Pursuant to Section 252(b) of the Telecommunications Act of 1996 (the "Telecom Act" or "1996 Act") DIECA Communications, Inc., d/b/a Covad Communications Company ("Covad") petitions the Tennessee Regulatory Authority ("TRA") for arbitration on unresolved issues between Covad and BellSouth Telecommunications, Inc. ("BellSouth"). The current Interconnection Agreement between Covad and BellSouth in Tennessee expired on November 30, 2000. As detailed below, Covad has been in extensive discussions with BellSouth to renegotiate the current Interconnection Agreement between the parties. Since negotiation of that 1998 Agreement, this Authority and the Federal Communications Commission have taken extensive steps to open local telecommunications markets to competition. Covad has sought to incorporate those pro-competitive changes into a new, regional Interconnection Agreement with BellSouth. In addition, Covad has sought to resolve through these negotiations several operational and procedural issues that have arisen with BellSouth over the first two years of the companies' relationship. In this context, on June 2, 2000, Covad formally initiated the process to renegotiate its Interconnection Agreement with BellSouth.

Unfortunately for Covad and Tennessee consumers, instead of using this process to advance pro-competitive public policy and smoother interconnection processes, BellSouth has used the occasion to limit or in some cases affirmatively rollback Covad's legal rights. Rather than focus on changes that would improve BellSouth's service to Covad and help bring BellSouth into compliance with applicable law, BellSouth continues to refuse to implement process improvements that would bring its wholesale operations into compliance with the Telecom Act.

Pursuant to Section 252 of the Telecom Act, Covad respectfully requests that the Authority resolve all of the issues presented herein.<sup>1</sup>

#### I. PARTIES

- 1. DIECA Communications, Inc. d/b/a Covad Communications Company is a competitive local exchange carrier ("CLEC"), certificated by the TRA. DIECA is a Virginia corporation, with its principal place of business at 2330 Central Expressway, Santa Clara, California. Covad and BellSouth are parties to an Interconnection Agreement Between BellSouth Telecommunications, Inc. and DIECA Communications, Inc., d/b/a Covad Communications Company, dated December 2, 1998 ("Covad-BellSouth Agreement").
- 2. BellSouth is an incumbent local exchange carrier ("ILEC") in Tennessee as defined by Section 251(h) of the Telecommunications Act of 1934, as amended. BellSouth is a Georgia corporation with its principal place of business at 675 West Peachtree Street, NE, 4506 BellSouth Center, Atlanta, Georgia 30375.

<sup>47</sup> U.S.C. § 252(b)(1) provides that Covad "may petition a State commission to arbitrate *any* open issues" (emphasis added). Section 252(c) provides the rule of decision for this proceeding:

STANDARDS FOR ARBITRATION.—In resolving by arbitration under subsection (b) any open issues and imposing conditions upon the parties to the agreement, a State commission shall—

<sup>(1)</sup> ensure that such resolution and conditions meet the requirements of section 251, including the regulations prescribed by the Commission pursuant to section 251;

<sup>(2)</sup> establish any rates for interconnection, services, or network elements according to subsection (d); and

<sup>(3)</sup> provide a schedule for implementation of the terms and conditions by the parties to the agreement.

#### II. <u>INTRODUCTION</u>

#### A. <u>Designated Contacts</u>

3. All correspondence, notices, inquiries, and orders regarding this petition should be forwarded to the following designated contacts for Covad.

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The BellSouth negotiators assigned to this matter have been:

Stephen Klimacek Brian Campbell Dorothy Farmer

BellSouth Telecommunications, Inc. 675 West Peachtree Street, N.E. Atlanta, Georgia 30375

#### B. Background

4. Covad is the nation's largest competitive provider of xDSL services—and it has reached this position *solely* because of the unbundling and collocation provisions of the Telecommunications Act of 1996.<sup>2</sup> Since beginning to provide commercial service in December

<sup>&</sup>lt;sup>2</sup> xDSL-based technology permits the transmission of data over the copper loop at significantly higher speeds than can be achieved by current "dial-up" analog data transmission systems and circuit-switched network systems.

1997, Covad's xDSL network now passes over 45% of the nation's homes and 50% of the nation's businesses. Covad provides high-speed Internet and network access utilizing digital subscriber line ("DSL") technology. Covad offers DSL services through Internet Service Providers ("ISPs") to small and medium sized businesses and home users and directly to companies who use DSL to enable their employees to connect with their businesses' internal computer networks from their homes. Covad provides its services across the United States in 100 of the top metropolitan statistical areas ("MSAs"). In Tennessee, Covad provides services to residential consumers and businesses in Memphis and Nashville.

- 5. Since Covad and BellSouth executed their original Interconnection Agreement on December 2, 1998, the Federal Communications Commission has taken several important actions to open up telecommunications markets to competition. In particular—
  - In March 1999, the FCC ordered incumbent LECs to provide requesting carriers "cageless collocation" and adopted interim spectrum management rules for xDSL deployment;<sup>3</sup>
  - In November 1999, in the *UNE Remand Order*, the FCC re-implemented 47 CFR 51.319, and ordered incumbent LECs to provide, *inter alia*, the following network elements on an unbundled basis:
    - Local loops, including subloops and remote terminal access;
    - Dark fiber;
    - Interoffice transport; and
    - OSS to support advanced services, including complete access to loop prequalification information.

An ordinary voice channel generally allows transmission of digital information at the rate of up to 56,000 bits per second. By contrast, the most widely deployed xDSL service (known as ADSL) allows data to be transmitted to the home or residence at up to several million bits per second, depending on loop length, loop design, and the technology deployed. xDSL transmission systems consist of an xDSL terminating device attached to each end of an unmodified copper wire local loop.

Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order and Further Notice of Proposed Rulemaking, 14 FCC Rcd 4761 (1999) (Cageless Collocation Order).

Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, FCC 99-238 (rel. Nov. 5, 1999) ("UNE Remand Order").

- On November 18, 1999, the FCC issued the *Line Sharing Order*, which established the high frequency spectrum of a local loop as an unbundled network element ("Line Sharing").<sup>5</sup> The FCC concluded that lack of access to line sharing materially diminished the ability of CLECs to offer xDSL services to residential and small business users, delayed broad facilities based market entry, and materially limited the scope and quality of competitive service offerings.<sup>6</sup>
- For Tennessee consumers, the benefits of the competitive, broadband entry of 6. Covad throughout the state are enormous. The regulatory actions listed above, in addition to steps taken by the TRA to implement the 1996 Act, have been made in order to accelerate competitive entry in order to improve consumer welfare. Regulatory intervention was clearly required because incumbent LECs, including BellSouth, have routinely failed to undertake their duties consistent with the pro-competitive provisions of the Telecom Act. For example, during the course of Covad's commercial and regulatory relationship with BellSouth under the December 1998 Interconnection Agreement, it has become evident that BellSouth's systems, policies, practices and prices are discriminatory, commercially unreasonable, and, ultimately, unlawful. During the course of these interconnection negotiations, Covad has proposed contract language that would facilitate Covad's ability to enforce the legal rights it is entitled to under federal and Tennessee law. BellSouth's response has largely been, unfortunately, to stonewall Covad's proposals while seeking affirmative rollback of Covad's existing rights. As a result, Covad respectfully requests that the TRA arbitrate all of these open issues in an expeditious manner, so that Tennessee consumers will benefit from competitive entry of xDSL services.

#### C. Negotiations

7. The regulatory changes and serious operational issues faced by Covad necessitated an aggressive and intensive schedule of negotiations. As a result, on June 2, 2000, Covad requested that BellSouth commence negotiations of the regional Interconnection

Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Dockets Nos. 98-147, 96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, FCC 99-355 (rel. Dec. 9, 1999) ("Line Sharing Order").

<sup>6</sup> Id. at ¶ 39.

Agreement between the two companies. A copy of that request (which Covad understands was received by BellSouth on June 2, 2000) is attached as Exhibit A of this Petition. Covad's request for interconnection set forth an ambitious timetable of twice-weekly regional negotiations between Covad and BellSouth representatives. Once Covad received BellSouth's comprehensive proposal on June 23, 2000 (Exhibit B), Covad and BellSouth largely stuck to the negotiation schedule. Covad responded to BellSouth's proposals by redlining the contract, the first copy of which is attached as Exhibit C of this Petition. Although many issues were resolved during these discussions, the most significant and important issues have not been resolved.

8. In particular, BellSouth continues to refuse to discuss implementation of process improvements that would speed its delivery of DSL loops to Covad. BellSouth flatly refuses to offer performance enhancements and has rejected all of Covad offer to expedite the loop delivery process. Covad takes sharp exception to BellSouth's efforts to utilize this re-negotiation opportunity as a forum to roll-back Covad's substantive rights, including Covad's right to seek damages and penalties for BellSouth's failure to meet its legal obligations to Covad. In addition, many of BellSouth's proposals simply do not conform to FCC unbundling and collocation requirements. By early November, it became clear that BellSouth was failing to reach closure on key operational and legal issues.

#### D. Jurisdiction of the TRA

- 9. As discussed above, Covad commenced negotiations on June 2, 2000. Under the 1996 Act, parties to negotiation for interconnection, access to unbundled network elements, or resale of services within a particular state have a right to petition the respective State Commission for arbitration of any open issues whenever negotiations between them fail to yield an agreement. 47 U.S.C. § 252(b). Pursuant to section 252, either party may seek such arbitration during the period between the 135<sup>th</sup> day and the 160<sup>th</sup> day. On November 6, 2000, BellSouth requested that Covad extend the window for requesting arbitration until December 15, 2000, and Covad confirmed this agreement in a letter dated November 6, 2000 (Exhibit D).
  - 10. By submitting this arbitration petition on the following open issues, the TRA is

empowered and obligated by the Telecom Act to "resolve" all of the "open issues" by virtue of Sections 252(b)(1) and 252(b)(4)(C). As discussed below, many of the "open issues" presented in this petition are actually BellSouth proposals to rollback or limit the rights Covad currently has in its Interconnection Agreement.

#### V. ISSUES IN DISPUTE

#### A. Summary of Relevant Documentation

11. The Exhibits attached to this Petition contain relevant red-lined draft agreements that were exchanged between the parties from June through mid-December 2000. As those Exhibits demonstrate, there have been considerable discussions and exchange of contract language on dozens of issues. In particular, Exhibit E contains the most recent "red-line" of the Interconnection Agreement, dated December 11, 2000.

#### B. List of Issues

#### General Terms and Conditions

- Issue 1: Should BellSouth be permitted to require Covad to waive liability for breaches of the Agreement?
- Issue 2: Should BellSouth be exempted from its obligations under this agreement in the event it fails to manage its workforce sufficiently to avoid a strike?
- Issue 3: Should BellSouth be permitted to restrict Covad's rights under section 252(i) of the Telecom Act by imposing an artificial limitation on Covad's ability to opt-in to Interconnection Agreements reached between BellSouth and other competitive carriers?

#### Attachment 1 (Resale)

Issue 4: Should BellSouth be permitted to restrict Covad's ability to resell services?

#### Attachment 2 (Network Elements)

Issue 5: Loop Provisioning Intervals

Issue 5(a): Should BellSouth be required to provide unbundled voice-grade, ADSL, HDSL, and UCL loops within 3 business days, or should BellSouth be

permitted to take up to an unspecified amount of time to install a loop?

Issue 5(b): Should BellSouth be required to provide an IDSL-Compatible Loop to Covad within five business days from submission of a Local Service Request, or should provisioning of an IDSL-Compatible Loop (UDC) be solely subject to BellSouth's unilateral "Interval Guide"?

Issue 5(c): Should BellSouth de-condition loops requested by Covad within 5 business days, or should BellSouth be permitted to take up to 30 business days to de-condition a loop?

- Issue 6: Should BellSouth reimburse Covad if BellSouth unilaterally changes an FOC on an unbundled loop order, given that BellSouth has requested that Covad reimburse BellSouth if Covad changes or cancels an order?
- Issue 7: Should Covad be required to order and pay for a "designed loop" process each time that it orders an unbundled digital loop (ADSL, HDSL, UCL, or IDSL-Compatible Loop)?
- Issue 8: Should Covad be charged for BellSouth's dispatch and testing on a loop if BellSouth is not able to identify a problem on that loop?
- Issue 9: Are Covad's proposed intervals for providing Dark Fiber information reasonable?
- Issue 10: Rates for Loop Conditioning

Issue 10(a): Should BellSouth be permitted to charge Covad for loop conditioning of loops that are less than 18,000 feet, even though past and current industry design guidelines dictate that loops less than 18,000 feet long should not require conditioning?

Issue 10(b): Should the agreement establish rates for conditioning proposed by Covad?

- Issue 11: Should BellSouth be permitted to charge for a manual LSR submission when it does not make an electronic means of submitting LSRs available?
- Issue 12: Should Covad have to pay for a submitted LSR when it cancels an order because BellSouth has not delivered the loop in less than five business days?
- Issue 13: Should BellSouth provide read-only access to all loop makeup information, as required by the FCC *UNE Remand Order*, or should BellSouth be permitted to impose artificial limitations on loop information Covad can obtain?
- Issue 14: Should Covad be permitted to order, both electronically and manually, a loop it

- has qualified and reserved as an SL1 loop?
- Issue 15: What should be the interval for installation of POTS splitters in a central office thirty or 42 calendar days?
- Issue 16: Should BellSouth install a splitter on the Main Distribution Frame or on a relay rack within 25 feet of the Main Distribution Frame?
- Issue 17: Should BellSouth permit Covad to order splitter ports in increments of a single port at a time?
- Issue 18: Should the provisioning interval for the line-sharing UNE improve eventually to twenty-four hours?
- Issue 19: Should BellSouth be permitted to assess a manual service order charge for line sharing, given that BellSouth does not now have in place electronic systems for pre-ordering, ordering, provisioning, maintenance and repair for line sharing?
- Issue 20: Should BellSouth be required to re-certify the functionality of all splitters currently in place and provide certification of any functionality of splitters ordered by Covad?
- Issue 21: Should BellSouth be required to provide accurate service order completion notifications for line shared UNE orders?
- Issue 22: Should BellSouth be required to test for data continuity on all line shared loops both in the provisioning and in the repair and maintenance of the loops?
- Issue 23: Should BellSouth be required to provide test access to Covad for all points of interconnection on a line shared loop?
- Issue 24: Are the rates for Unbundled Loops and Line Sharing set forth in Exhibit C to Attachment 2 in compliance with TELRIC?

### Attachment 4 (Physical Collocation)

- Issue 25: In the event Covad desires to terminate its occupation of a collocation space, should Covad be required to empty that space completely, even if the next CLEC on the waiting list for that central office would desire to take that space as configured by Covad (such as racks, conduits, etc.)?
- Issue 26: Should the demarcation point of Covad's collocation space be changed from the point-of-termination bay, as currently provided in the Agreement, to BellSouth's distribution frame, a proposal that would increase Covad's costs substantially?

- Issue 27: In the event Covad cancels an order for collocation space and BellSouth work done on behalf of Covad may be transferred to another CLEC waiting for space, should BellSouth be permitted to charge Covad for that work?
- Issue 28: Should recurring charges for space preparation and floor space begin on the date BellSouth releases collocation space for occupancy or the date Covad either accepts the space from BellSouth or first occupies the collocation space?
- Issue 29: Should BellSouth be required to provide power cabling from the BDFB to the collocation arrangement and from the BellSouth service panel to an adjacent arrangement, as other ILECs do?
- Issue 30: What rates should apply for physical collocation services?

#### Attachment 6 (Ordering and Provisioning)

Issue 31: Should BellSouth resolve all loop "facilities" issues within thirty days of receiving a complete and correct LSR?

### Attachment 7 (Billing and Billing Accuracy Certification)

Issue 32: Should BellSouth send a complete electronic and paper bill within ten business days of the bill date, and what will be the billing date of that bill?

#### Issue 33: Billing Disputes

Issue 33(a): Should Covad be obligated to pay an amount in dispute, and if Covad does not pay, should BellSouth be permitted to assess late payment charges for that amount?

Issue 33(b): How long should parties endeavor to resolve any billing discrepancy — within 30 calendar days, as proposed by Covad, or 60 calendar days, as proposed by BellSouth?

#### Attachment 11 (Disaster Recovery Plan)

- Issue 34: Should BellSouth's Network Management Center directly inform Covad's Network Management Center about all Abnormal Condition Reports that affect Covad circuits or put Covad circuits, equipment or employees at risk?
- Issue 35: Should BellSouth notify Covad's Network Management Center when BellSouth's Emergency Control Center is activated or placed on alert?
- Issue 36: If an Abnormal Condition Report or disaster affects or puts Covad's equipment, network or employees at risk, should BellSouth provide Covad with documentation of that condition and perform a root cause analysis of that situation?

#### C. Position of the Parties on Open Issues

#### **General Terms and Conditions**

12. Issue 1: Should BellSouth be permitted to require Covad to waive liability for breaches of the Agreement? (¶ 8.3.1)

**Covad Position**: BellSouth has proposed a limitation of liability clause that would substantially rollback rights Covad has under the December 8, 1998 Agreement. BellSouth has proposed a clause that, in the event of a breach of contract, BellSouth would only be liable to the "actual cost of the services or functions not performed or improperly performed." *See* Exhibit B, Terms and Conditions, at 8.3.1.

In 1998, Covad and BellSouth specifically negotiated this same clause, and BellSouth agreed then that the limitation of liability would not apply if Covad were damaged "from the gross negligence or willful misconduct of BellSouth." In addition, if BellSouth failed to "honor in one or more material respects any one or more of the material provisions" of the Agreement, the limitation of liability clause would not apply.

The legal axiom "rights without remedies are no rights at all" rings as true in the telecommunications industry as other industries. As local competition develops, the emphasis on the method and manner of enforcing interconnection agreements has leapt to the forefront. Covad has been, and will continue to be, very active in enforcing its legal rights to nondiscriminatory access to unbundled network elements and collocation with BellSouth and other incumbent LECs.

Under BellSouth's proposal, if BellSouth intentionally provides Covad with discriminatory access to loops, Covad's remedy for "any loss, cost, claim, injury, or liability or expense" would be "limited to a credit" for the actual cost of the services not performed. Such a situation would potentially work to severely restrict Covad's ability to sue for and recover its

actual, compensatory, consequential and punitive damages from breaches of the Agreement before a federal court, state court, this Authority, the FCC, or other appropriate authority.

In Covad's view, even the tightest and strongest contract clauses that bind BellSouth to, for example, provide loops on-time, may have little meaning if BellSouth is not subject to liability if it breaches that contract language. As a result, appropriate resolution of this issue is intimately tied up with *all* of the other "substantive" rights of the Agreement.

BellSouth Position: By proposing this language, BellSouth believes that if it breaches this Agreement (even intentionally or with gross negligence), it only should have to provide a "credit" to Covad for the actions it either failed to perform or performed improperly. Therefore, if BellSouth habitually failed to provide loops to Covad (well beyond the installation intervals provided in the Agreement), and even if that habitual tardiness causes Covad to lose customers and its business reputation in Tennessee, BellSouth seeks to limit Covad to recovering a credit for the charges that BellSouth assessed for loops that it failed to deliver. In essence, BellSouth seeks to insulate itself from the repercussions of its own malfeasance. Despite the fact that Covad may have endured actual, consequential, expectancy, and other damages as a result of BellSouth's breaches, BellSouth does not believe that it should be responsible for the results of its breaches of this Agreement.

# 13. Issue 2: Should BellSouth be exempted from its obligations under this Agreement in the event it fails to manage its workforce sufficiently to avoid a strike? (¶ 14.2)

Covad Position: Covad has proposed contract language that would provide for contingency planning activities in the event BellSouth is faced with a potential work stoppage, similar to the work stoppage that befell Verizon earlier this year. Covad's proposal is based upon its experience with the Verizon strike, and focuses upon the methodology that will be used by BellSouth to track potentially missed orders, processing of new orders, notification of a work

stoppage, a strike recovery plan, business rules for a work stoppage, and an escalation procedure.

It is important to note that a work stoppage and work stoppage policies could have a potentially more serious impact on Covad and other CLECs than it would on BellSouth. For instance, most of Covad's and other CLEC orders are for "new" service installations (because our networks are growing in size dramatically), while BellSouth is likely to process more maintenance/repair orders than "new" service orders. As a result, a strike policy that freezes "all new installations" while keeping maintenance and repair orders in the queue would have a discriminatory impact upon Covad and other CLECs.

In addition, BellSouth's different DSL marketing focus—it's stress on line-shared ADSL service—may also turn facially inoffensive policies into discriminatory ones. For instance, a policy (which Verizon had) of only processing orders that did not require a "field dispatch" (i.e., those that only required central office work) essentially means that new line-shared DSL lines could be installed, but that provision of stand-alone loops that required field dispatch for SDSL service would cease. The impact is that Covad's new line installations requiring dispatch would be halted, while the incumbent's ADSL line shared installations would proceed.

These two examples are illustrative of the challenges that CLECs face when an ILEC is presented with a strike. Covad does not ask the TRA to impose any particular work stoppage business rules or legal rights. Covad's proposal would only require that BellSouth engage in active consultations, meetings and communications with Covad if a work stoppage presents itself, as it did in Verizon earlier this year. The unwitting victim of a BellSouth strike should not be discriminatory toward competitive entrants in Tennessee.

**BellSouth Proposal:** BellSouth has rejected Covad's proposal. BellSouth is not willing to engage in active consultations with Covad if BellSouth is faced with a strike. BellSouth does

not believe that this issue is properly the subject of an Interconnection Agreement between Covad and BellSouth.

14. Issue 3: Should BellSouth be permitted to restrict Covad's rights under section 252(i) of the Act by imposing an artificial limitation on Covad's ability to opt-in to Interconnection Agreements reached between BellSouth and other competitive carriers? (¶ 15)

Covad Position: Covad's current Interconnection Agreement (¶ 15.1) provided that BellSouth "shall make available" to Covad "any interconnection, service or network element provided under any other agreement filed and approved pursuant to 47 USC § 252 as controlled by the appropriate court of judicial review." In these renegotiations, BellSouth has proposed to restrict these rights by requiring that there be "a minimum of six months" remaining on the term of the Agreement that Covad seeks to adopt. In addition, BellSouth wishes to limit Covad's adoption rights by requiring that Covad accept all clauses that are "legitimately related to or were negotiated in exchange for or in connection with" the interconnection, service or network element Covad seeks to adopt.

The FCC rules interpreting Section 252(i) of the Telecom Act are clear, and have been affirmed by the United States Supreme Court. Those rules, 47 CFR § 51.809(a), explicitly state:

An incumbent LEC shall make available without unreasonable delay to any requesting telecommunications carrier any individual interconnection, service, or network element arrangement contained in any agreement to which it is a party that is approved by a state commission pursuant to section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement.

BellSouth has sought to circumvent that rule by placing an arbitrary time deadline in which particular arrangements may be adopted and also by requiring Covad to accept other conditions that "were negotiated in exchange or in conjunction" with the interconnection, service or network element Covad seeks to adopt. The only restrictions that BellSouth may place upon Covad's Section 252 rights are set forth in 47 CFR § 51.809(b) (e.g., change in costs or technical

feasibility).

Covad's proposal is simple: It is entitled to adopt any effective Interconnection Agreement between BellSouth and any competitive carrier. Furthermore, if the four corners of the interconnection, service, or network element arrangement make it clear that other clauses are legitimately related to that arrangement, Covad must accept those related clauses as well. However, if the tie between the arrangement and other negotiated clauses of a contract are not readily apparent from the four corners of the arrangement, Covad should not be obligated to take BellSouth's word that those other clauses were "negotiated in exchange" for the arrangement Covad seeks. Finally, the FCC rule says that BellSouth may not unreasonably delay Covad's rights—Covad has proposed that the adoption be effective upon written notice.

**BellSouth's Position:** BellSouth believes that Covad should not be able to opt-in to an interconnection, service, or network element arrangement that is within six months of expiration—even if BellSouth has not proven to the Authority that the cost of providing that arrangement to Covad are higher or would be technically infeasible. Because most BellSouth Interconnection Agreements have a 24 month duration, BellSouth essentially proposes to decrease by 25% the time during which Covad could exercise its right under Section 252 to adopt other carrier's arrangement. In addition, BellSouth believes that if a requesting carrier seeks to opt-in to an arrangement, it must accept all other contract clauses that were part of that discussion—even if those other contract clauses are not legitimately related to the arrangement.

#### Attachment 1 (Resale)

15. Issue 4: Should BellSouth be permitted to restrict Covad's ability to resell services?  $(\P 3.3.1)$ 

Covad Position: FCC Rule 47 CFR § 51.605(b) states that an incumbent LEC "shall not

impose restrictions on the resale by a requesting carrier of telecommunications services offered by the incumbent LEC." BellSouth's proposed ¶ 3.3.1 would require Covad to "resell services to other end users" in order to take advantage of the resale provisions of Section 251(c)(4) of the Act. Covad objects to this proposal because it would prevent Covad from reselling BellSouth telecommunications services to other wholesale providers or distributors. In addition, this proposal would prohibit Covad from using the resale discount for self-provisioning.

BellSouth's proposal is an overly broad, unreasonable and illegal restriction on resale. Covad is largely a "DSL wholesale" provider and provides DSL-based telecommunications services to Internet Service Providers and other carriers who then repackage those services for sale to end-users. A potential component of these services that Covad provides to ISPs or other carriers could be resold BellSouth telecommunications services. BellSouth's proposal would deny Covad the Section 251(c)(4) wholesale discount if Covad sold BellSouth telecommunications services to an ISP or other carrier, who may then sell those services to an end-user.

Multiple wholesale relationships in the telecommunications industry are common.<sup>7</sup> In addition, in the DSL space, the resale mode of entry has been hampered by BellSouth's discriminatory manipulation of wholesale and retail tariffs.<sup>8</sup> Nothing in the language of Section 251(c)(4) or FCC rules requires that the carrier entitled to the "avoided cost" discount actually be the carrier that sells services to an "end user"—all that is required is that the requesting carrier

For instance, in the long-distance industry, a customer may purchase a calling card at a 7-11. 7-11 might have bought those cards form a long-distance reseller, who may have bought the long-distance minutes from an underlying long-distance network provider such as AT&T or Qwest. In this case, there are two wholesale suppliers (the long-distance network provider and the long-distance reseller) in the relationship—not to mention the 7-11 corporate distributor that may have shipped and even sold the cards to the local franchisee.

See IgLou Internet Services Inc. v. BellSouth Telecommunications, Inc., Case No. 99-484 (Ky. P.S.C. Nov. 30, 2000).

acquire the ILEC services "for resale."

**BellSouth Position:** BellSouth's position is unclear. BellSouth has articulated its concern that CLECs are acquiring resold lines solely for the purpose of internal provision. At the same time, BellSouth's proposal goes well beyond and would prohibit Covad from obtaining lines pursuant to Section 251(c)(4) for the purpose of reselling those lines to other wholesalers or to itself.

#### **Attachment 2 (Network Elements)**

### Unbundled Loop Provisioning, Cost and OSS Issues

16. Issue 5: Loop Provisioning Intervals ( $\P$  2.1.7, 2.1.17.1, 2.1.17.7.5, 2.2.1)

Issue 5(a): Should BellSouth be required to provide unbundled voice-grade, ADSL, HDSL, and UCL loops within 3 business days, or should BellSouth be permitted to take up to an unspecified amount of time to install a loop?

Covad Position: A firm and predictable loop delivery interval is critical for the development of local competition in Tennessee. BellSouth proposes that it be given 5-7 business days to provision a loop, counting from the time the Firm Order Confirmation ("FOC") date is returned to Covad. To Covad's customers, that means that BellSouth would have its "targeted" 5-7 business to deliver the loop. Under such a proposal, if everything went as BellSouth planned and Covad hoped, BellSouth could take three weeks to provision service to Covad customers. Because BellSouth does not propose a firm interval for the Service Inquiry, the SI process has the effect of "tolling" the 5-7 business day interval because only when the SI process is completed does the 5-7 business day interval resume. Since no interval is established for the SI process, BellSouth in effect would be able to grant itself an unspecified time to install a loop.

Moreover, BellSouth wishes to reserve the right to alter and extend its loop delivery intervals unilaterally, as it did this year when it extended the loop delivery interval for the ISDN

loop. Without an Order of this Authority forcing BellSouth to strive for better service to wholesale customers (in the form of shorter loop delivery intervals), BellSouth has no incentive to improve. BellSouth's current loop delivery intervals deny Covad a meaningful opportunity to compete in Tennessee.

BellSouth offers several different types of unbundled loops, including voice-grade, ADSL, HDSL and Unbundled Copper Loops (UCLs). Covad has proposed a uniform and firm loop installation interval of 3 business days for these types of loops. The work required to provision a DSL loop is simple and routine. DSL loops are nothing but voice grade copper loops, and, therefore, provisioning intervals should reflect that fact. Several states have implemented similar loop installation intervals recently, and the FCC is currently looking at establishing a national minimum standard in the *Advanced Wireline Services* proceeding.

A firm loop interval—one that cannot be altered by unilateral action by BellSouth—will assist competitors, the Authority, and Tennessee consumers. From Covad's and the Authority's perspective, a firm and predictable loop installation interval will make BellSouth's compliance with this provision easier to detect (and remedy). For example, the ready and rapid detection tool proposed by Covad will make BellSouth's compliance with the Section 271 "checklist" all the easier to monitor and track. For Covad, a firm loop delivery interval will enable Covad to set customer expectations and deliver service that meets or exceeds those expectations.

**BellSouth's Position:** BellSouth steadfastly refuses to negotiate a shorter loop delivery interval. BellSouth believes it needs at least 5-7 business days to provision a DSL loop, in addition to whatever time is necessary to perform a Service Inquiry before the clock even starts on the loop provisioning interval.

<sup>&</sup>lt;sup>9</sup> BellSouth also offers, and Covad requires, "IDSL-Compatible Loops". The installation interval for IDSL-Compatible loops is addressed in Issue 5(b).

17. Issue 5(b): Should BellSouth be required to provide an IDSL-Compatible Loop to Covad within five business days from submission of a Local Service Request, or should provisioning of an IDSL-Compatible Loop be solely subject to BellSouth's unilateral "Interval Guide"? (¶¶ 2.1.17.7, 2.1.13)

Covad's Position: For the same reasons set forth above for unbundled digital loops, Covad believes that a firm installation interval for IDSL-Compatible Loops will make Covad's operations more efficient and will advance the public interest (as consumers would receive service more quickly). Most importantly, firm intervals are critical to ensuring Covad's ability to deliver satisfaction to customers. Customers demand, and should be entitled to know, when Covad can provide them with DSL service. Under BellSouth's proposal, BellSouth commits only to "targeted" intervals. Those "targets" do not hold BellSouth accountable for meeting customer expectations.

Covad utilizes IDSL-Compatible loops to provide IDSL service. Covad's IDSL service is requested by end-users that are either too far from a central office to receive ADSL or SDSL service, or by end-users served by a fiber-fed digital loop carrier (DLC) system. This represents a substantial portion of the consumers served by BellSouth in Tennessee that otherwise would not be able to obtain Covad's DSL service. Covad has proposed that in general BellSouth commit to providing IDSL-Compatible Loops within five calendar days of submission of an LSR. See ¶ 2.1.17.7.5. This interval recognizes that in many, but not all, instances, BellSouth will need to place an appropriate line card in the digital loop carrier system to support this loop. Thus, Covad has allowed 5 business days for this work.

In addition, installation of an xDSL loop served by certain IDLC systems often requires a "work around" certain components of that DLC system. As a result, Covad has proposed that BellSouth undertake this work around and provide such loops within ten business days.

BellSouth's Position: BellSouth has not proposed any substantive installation interval for IDSL-Compatible Loops (called "UDC Loops" by BellSouth) and seemingly does not agree that it should provide a work-around for IDSL-Compatible Loops over an IDLC. For an installation interval, BellSouth only refers to its "Interval Guide", a document that BellSouth can unilaterally change at any moment. In addition, despite the fact that Covad has been ordering IDSL-Compatible Loops for two years, BellSouth is apparently not comfortable agreeing to a particular installation interval for these loops. BellSouth refuses to provide a work around when it has chosen to deploy a type of IDLC through which DSL cannot be provisioned. Without such a work around, large groups of customers may be prevented from obtaining the competitive advanced services they desire.

18. Issue 5(c): Should BellSouth de-condition loops requested by Covad within 5 business days, or should BellSouth be permitted to take up to 30 business days to condition a loop ( $\P$  2.2.1)?

Covad's Position: Covad recognizes that for certain loops, certain de-conditioning actions need to be taken in order for that loop to support DSL services. These de-conditioning services include the removal of load coils and excessive bridge taps—encumbrances originally on a loop put in place to support analog voice service (in the case of a load coil) or to save BellSouth engineering costs (in the case of a bridge tap). BellSouth has performed and continues to perform these de-conditioning services for its own retail data communications services, including ADSL.

Covad has proposed that BellSouth de-condition loops within five business days of Covad's order. This interval for de-conditioning would be an additive to the installation intervals discussed in Issues 5(a) and (b) above. Covad believes that these intervals are reasonable.

BellSouth's Position: BellSouth has proposed a series of different intervals, depending on what type of de-conditioning is required. For buried plant, BellSouth would give itself up to 30 business days—nearly a month and a half—to de-condition a loop. It also should be noted that if Issues 5(a) and 5(b) are resolved in BellSouth's favor, BellSouth's promised conditioning intervals may ultimately be meaningless—because the overall loop installation interval in BellSouth's proposals is so flexible and subject to unilateral alteration by BellSouth (either through the Service Inquiry process or its "Installation Guide").

19. Issue 6: Should BellSouth reimburse Covad if BellSouth unilaterally changes a FOC on an unbundled loop order, given that BellSouth has requested that Covad reimburse BellSouth if Covad changes or cancels an order? (2.1.7, 2.1.8)

**Covad's Position:** BellSouth has proposed, in 2.1.7 and 2.1.8, that Covad compensate BellSouth's costs in the event Covad cancels or changes a loop order. Covad has proposed that BellSouth compensate Covad in the event BellSouth modifies or cancels a Covad unbundled loop order, using the same rates that BellSouth would impose on Covad.

In two years of operation in the BellSouth territory, BellSouth has repeatedly and unilaterally cancelled Covad unbundled loop orders—oftentimes on the date BellSouth originally promised to provide the loop (the FOC date). These last-minute cancellations impose considerable costs on Covad because ordering and receiving an unbundled loop is only part of the process Covad must follow in order to turn-up DSL service to a customer. For example, after a loop is received, the loop must be tested and Covad must schedule and complete a visit to the customer premises. A last-minute cancellation by BellSouth (or a simple failure to install a loop) increases Covad's costs and causes considerable inconvenience for Tennessee consumers.

Moreover, each time BellSouth changes the delivery date on a loop order, Covad must expand resources to locate that change, to update its systems, and to reschedule its own

installations. It seems logical that if BellSouth wishes to impose charges on Covad when Covad alters or modifies an order in any way, BellSouth should also reimburse Covad for expenses incurred when BellSouth alters or modifies the provisioning schedule of a Covad order.

BellSouth's Position: BellSouth believes that Covad should compensate BellSouth if Covad cancels or modifies a loop order—but at the same time BellSouth does not agree that it should pay Covad the same rates if BellSouth cancels or modifies a Covad loop order. By proposing that Covad compensate BellSouth, BellSouth may no longer challenge this Authority's jurisdiction to arbitrate this issue pursuant to Section 252.

Issue 7: Should Covad be required to order and pay for a "designed" loop process each time that it orders an unbundled digital loop (ADSL, HDSL, UCL or IDSL-Compatible Loop)? (¶¶ 2.1.12, 2.1.17.1, 2.1.17.2, 2.1.17.3)

Covad's Position: The definition of DSL loops in the contract are in dispute for two primary reasons. First, BellSouth insists that its DSL loops be defined as "designed" loops. Second, BellSouth seeks to reserve the right to unilaterally change the definitions of loops by changing its Technical Specifications. As discussed above, BellSouth offers and Covad orders a variety of different "loop products", including ADSL, HDSL, UCL, and IDSL-Compatible Loops. These loop products (lumped together by BellSouth in ¶ 2.1.12 under the umbrella as "Unbundled Digital Loops") share one common thread—BellSouth requires that all Covad loop orders go through an expensive and time-consuming "design" process.

In Covad's experience, one of the key operational and economic barriers to entry BellSouth has imposed is this "designed loop" process. Paragraph 2.1.12 states that BellSouth will "design" any digital loop ordered by Covad, that BellSouth will provide test points on that loop, and that the loop "will come standard with Order Coordination and a Design Layout Record (DLR)." Covad objects to this language because this design process imposes excessive

nonrecurring costs on Covad orders.

To provide its service, Covad frankly does not need to pay BellSouth engineers to "design" the loop and create a Design Layout Record. In addition, providing a loop with test points actually creates additional points of failure, thereby ultimately increasing the maintenance costs of digital loops. All of these "attributes" of the designed loop process are meaningless to Covad. They add additional expense and delay without providing any real benefit to Covad. Moreover, other ILECs in Tennessee, such as Sprint and GTE, manage to deliver xDSL loops without forcing those loops to be dragged through the quagmire of a designed loop process. Covad should not be required to endorse the unnecessary, costly and time-consuming process BellSouth has selected for provisioning DSL loops.

All Covad needs is a loop that complies with the engineering guidelines that BellSouth's network should already be designed to support. Moreover, Covad simply desires the opportunity to obtain loop make-up electronically and select for itself the loop that its engineers deem satisfactory for DSL. We want to take BellSouth and its expensive employees out of the business of selecting loops and controlling Covad's ability to provide service in Tennessee. BellSouth's loop definitions force Covad to pay for the designed loop process. Moreover, BellSouth seeks to reserve the right to alter the definition of its loops unilaterally by making changes to its Technical References. Covad's business plan relies on certainty and its ability to consistently order the loops as defined in its contract with BellSouth. Covad asks that BellSouth's loop definitions for DSL loops remain as defined in the contract and the Technical Specifications in place on the date of Execution.

**BellSouth's Position:** BellSouth believes that all of its unbundled loops, except the Service Level 1 loop, must be provisioned using its tried and true "design" process. BellSouth

believes that this process is the only way to guarantee the physical characteristics of a particular loop, but acknowledges that Covad has not asked for and does not want guarantees. BellSouth prefers to reserve the right to change the specifications of its loops by altering, from time to time, the Technical Specifications for those loops.

21. Issue 8: Should Covad be charged for BellSouth's dispatch and testing on a loop if BellSouth is not able to identify a problem on that loop? (¶¶ 2.1.14-16)

Covad's Position: When Covad experiences trouble with a loop, Covad opens a trouble ticket with BellSouth. On numerous occasions, BellSouth has responded to the trouble ticket by saying "no trouble found," presumably meaning that BellSouth had dispatched a truck, tested the loop and found no problems. BellSouth then charges Covad for that dispatch. After several trouble tickets are opened on the loop, a joint meeting between Covad and BellSouth will occur. In many instances, BellSouth and Covad technicians then locate and resolve the problem. However, it is then incumbent upon Covad to challenge all of the incorrect "no trouble found" charges imposed on Covad.

Thus, Covad proposes that BellSouth not charge when no trouble is found on the loop. Covad certainly does not open trouble tickets without a problem on the loop and, as a matter of customer service, BellSouth should service the loops Covad orders. Moreover, Covad pays extraordinarily high recurring charges that are sufficient for all routine maintenance on the loops it orders.

**BellSouth's Position:** BellSouth believes that Covad should pay for all BellSouth dispatch and tests if no trouble is detected on the loop.

Issue 9: Are Covad's proposed intervals for providing Dark Fiber information reasonable? ( $\P$  2.7.2.4, 2.7.2.4.5)

Covad's Position: Like any other element, BellSouth's timely provision of Dark Fiber is

important to the development of a competitive market in Tennessee. To take full advantage of the Dark Fiber UNE, a new entrant must be able to know and understand where Dark Fiber is available and the quality of that Dark Fiber on a timely basis.

Unfortunately, BellSouth has only committed to provide "best efforts" to provide Covad information on location, availability and performance of Dark Fiber that may be available in Tennessee. This "best efforts" standard could cause undue delay in providing this critical information to CLECs.

Covad's proposal would require BellSouth to provide information regarding location, availability and performance of Dark Fiber within ten business days of Covad's request. This firm interval will facilitate rapid entry by bandwidth-intensive carriers, such as Covad.

**BellSouth's Position:** BellSouth does not agree with Covad's intervals. BellSouth cannot commit to any better than "best efforts" to provide this information to Covad and other CLECs.

### 23. Issue 10: Rates for Loop Conditioning (¶ 2.2.1)

Issue 10(a): Should BellSouth be permitted to charge Covad for loop conditioning of loops that are less than 18,000 feet, even though past and current industry design guidelines dictate that loops less than 18,000 feet long should not require conditioning?

Covad's Position: Standard industry design guidelines, to which BellSouth's network in Tennessee should have been built, dictate that load coils, repeaters and excessive bridged taps should not exist on loops less than 18,000 feet long. As a result, it is inconsistent with TELRIC pricing principles that Covad should be charged to bring BellSouth's network up to this forward-looking industry standard.

Covad has proposed conditioning rates that are consistent with TELRIC. A forward-looking network would not have load coils, repeaters, or excessive bridged taps on loops less

than 18,000 feet long—indeed, the monthly recurring charge for a loop on such a network would already include the design costs involved in avoiding load coils and bridge taps for such loops.<sup>10</sup>

**BellSouth's Position:** BellSouth disagrees with Covad's proposal for loops less than 18,000 based on principle. BellSouth has not proposed specific conditioning rates in this negotiation with Covad.

# 24. Issue 10(b): Should the Agreement establish rates for conditioning proposed by Covad?

**Covad's Position:** Covad proposes that the loop conditioning rates proposed by the Data Coalition in Docket 00-00544 be adopted by the Authority.

**BellSouth's Position:** In Docket 00-00544, BellSouth disagreed with Covad's proposal for conditioning charges.

# 25. Issue 11: Should BellSouth be permitted to charge for a manual LSR submission when it does not make an electronic means of submitting LSRs available? (¶2.9.1)

Covad's Position: BellSouth has proposed that Covad be assessed a \$19.99 nonrecurring charge for each Local Service Request (LSR) that it submits manually in Tennessee. Such a charge is clearly anti-competitive. First, BellSouth retail customers are not required to pay any such manual order charges because BellSouth has developed electronic ordering systems for its own retail divisions. In contrast, BellSouth has delayed development of Electronic Data Interchange ("EDI") for pre-ordering and ordering of xDSL loops. As a result of this delay, Covad has been forced to submit orders manually, either using a facsimile or email. Covad must then follow-up and escalate each and every order manually as well. This process has had a severe and detrimental impact on Covad's business. BellSouth seeks to further damage Covad

As part of the Data Coalition, Covad raised this issue during the TRA's adjudication of Docket No. 00-00544. Because this issue has not yet been resolved by the TRA, Covad believes it is necessary to preserve its right to contest BellSouth's conditioning charges in a petition for interconnection agreement arbitration.

by imposing an additional charge for manual service order processing, even though Covad must order manually as a result of BellSouth's own failure to provide an electronic ordering system for DSL loops. Covad asks that no manual change be assessed until 90 days after an EDI for pre-ordering and ordering DSL loops has been provided by BellSouth, so that Covad will have sufficient time to test and develop its side of the electronic interface.

**BellSouth's Position:** BellSouth should be entitled to recover the costs of receiving manual LSRs. BellSouth is working on an EDI interface for pre-ordering and ordering xDSL loops.

26. Issue 12: Should Covad have to pay for a submitted LSR when it cancels an order because BellSouth has not delivered the loop in less than five business days? (¶ 2.9.3)

Covad's Position: Because of BellSouth's poor performance in delivering loops, Covad's customers often cancel orders while Covad is waiting for a loop delivery. BellSouth seeks to charge Covad the LSR submission fee for these cancelled orders, even if BellSouth has delayed providing the loop. BellSouth's proposal in 2.9.3 provides BellSouth a perverse incentive to delay Covad loop deliveries.

Covad has proposed that BellSouth waive the LSR OSS charge if Covad cancels an LSR when BellSouth has failed to deliver a loop for five business days. Covad believes this bright-line proposal would better align BellSouth's interests with installing Covad's loops, rather than delaying those installations.

**BellSouth's Position:** BellSouth believes it should be paid an LSR OSS charge even if it ultimately fails to deliver a loop to Covad or delivers that loop late.

27. Issue 13: Should BellSouth provide read-only access to all loop makeup information, as required by the FCC *UNE Remand Order*, or should BellSouth be permitted to impose artificial limitations on loop information Covad can obtain (¶¶ 2.10.1.2, 2.10.1.3)?

Covad's Position: The FCC's *UNE Remand Order* requires BellSouth to provide access to all loop makeup (LMU) information it possesses.<sup>11</sup> BellSouth has only proposed that Covad have mediated access to some of this information, by operation of a Loop Makeup Service Inquiry (LMUSI) process.

There are several significant problems with BellSouth's proposed LMUSI process:

- BellSouth does not guarantee the accuracy or reliability of the LMU information provided (2.10.1.3)
- The LMU information BellSouth proposes to offer Covad is incomplete
- Despite the FCC's requirement that it provide nondiscriminatory, read-only access to LMU information, BellSouth will only provide mechanized access to LMU information "to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth."
- BellSouth proposes to take seven business days to respond to a Manual LMUSI; Covad has proposed a three business day interval for a Manual LMUSI.<sup>12</sup>
- BellSouth has proposed in these negotiations that a Manual LMUSI cost \$134-140 per loop, and that a mechanized LMUSI cost \$1.08 per loop. Covad rejects those cost proposals and proposed that the Authority accept the rates proposed by Covad in Docket 990649-TP, zero as the rate for electronic LMU and \$20 for manual.

Nondiscriminatory access to all loop makeup information resident in *all* BellSouth databases and files is crucial to the development of local competition in Tennessee. Ready access to this information will dramatically reduce the cost and ease of providing DSL services to Tennessee customers, because Covad will be in a position to determine what type of DSL a

UNE Remand Order at ¶ 427 ("an incumbent LEC must provide the requesting carrier with nondiscriminatory access to the same detailed information about the loop that is available to the incumbent, so that the requesting carrier can make an independent judgment about whether the loop is capable of supporting the advanced services equipment the requesting carrier intends to install. . . . [I]ncumbent LECs must provide requesting carriers the same underlying information that the incumbent LEC has in any of its own databases or other internal records."). The FCC also made clear that "the relevant inquiry is not whether the retail arm of the incumbent has access to the underlying loop qualification information, but rather whether such information exists anywhere within the incumbent's back office and can be assessed by any of the incumbent LEC's personnel." Id. at ¶ 430.

In the *UNE Remand Order*, the FCC noted that "a competitor needs such information quickly to be able to determine whether a particular loop will support xDSL service." *UNE Remand Order* at ¶ 431. It is important to note that the interval for providing a LMUSI in the pre-order stage *does not* serve to shorten the actual installation interval. Indeed, BellSouth's proposal specifically states that the LMUSI process is "unique from other preordering functions", such as a loop Service Inquiry. *See* 2.10.1.1.

customer will be able to receive before Covad places a loop order, receives a loop, and attempts installation. Tennessee customers will clearly benefit by avoiding the many pitfalls and challenges they must now confront in obtaining DSL service.

Moreover, the way BellSouth designed the electronic loop makeup inquiry precludes Covad from effectively using the system. BellSouth requires that Covad search for loop makeup by identifying a BellSouth loop product. For example, rather than simply inputting a customer's address and asking what loops are available (like Covad would like to do), BellSouth requires that Covad search for ADSL loops to a customer's house. If the loops to that customer's house do not meet the BellSouth defined criteria for that type of loop, the loop makeup will indicate that no loops are available. Covad would then have to make another inquiry seeking information on a different, maybe a longer, loop type, like the IDSL loop. At any rate, Covad is forced to conduct multiple searches for loops, all because BellSouth has imposed artificial and illegal restrictions on its access to loop information.<sup>13</sup>

BellSouth's Position: BellSouth believes that Covad is only legally entitled to the mediated information BellSouth offers and that its LMU processes comply with the UNE Remand Order. BellSouth believes it is appropriate to take up to seven business days to respond to a manual loop makeup inquiry. BellSouth believes that limiting access to the mechanized LMUSI to CLECs that agree to engage with BellSouth in a beta test is a reasonable method of rolling out this functionality. BellSouth disagrees with Covad's proposed three business day interval for a Manual LMUSI. BellSouth believes that its proposed rates for LMUSI comply with relevant law.

As part of the Data Coalition, Covad raised this issue during the TRA's adjudication of Docket No. 00-00544. Because this issue has not yet been resolved by the TRA, Covad believes it is necessary to preserve it right to contest BellSouth's illegal and inefficient limitations on access to loop makeup information in a petition for interconnection agreement arbitration. Significantly, intervals for delivery of loop makeup information were not

# 28. Issue 14: Should Covad be permitted to order, both electronically and manually, a loop it has qualified and reserved as an SL1 loop? (¶ 2.10.4.2)

Covad's Position: Covad may use LMU information to qualify loops to support whatever service Covad desires—indeed, BellSouth is forbidden by Section 251 and FCC rules from limiting Covad's use of unbundled network elements to a particular telecommunications service. After review of the loop makeup information, Covad may determine that in order to support the level of DSL desired by the customer, Covad need only reserve and order an "SL1" (Service Level 1) loop. 14 In this case, being able to order a loop it has qualified and reserved as an SL1 loop would allow Covad to use the LMUSI process to order these loops essentially "as is."

Covad believes that its request is fully consistent with the FCC's rules ordering access to loop makeup information. The purpose behind the FCC's decision to order access to LMU information is that access to this information will allow CLECs to assess the loop plant serving a particular customer in order to determine what DSL service that customer may be able to receive. If this analysis reveals that the existing loop to a customer would support the DSL service ordered, without any additional engineering work, CLECs should not be required to order more expensive "designed" digital loop products to serve that customer.

**BellSouth's Position:** BellSouth does not want to permit Covad to order SL1 loops that it has qualified and reserved through the LMUSI process. BellSouth believes that Covad should be required to order a more-expensive "digital" loop product—even if BellSouth need not undertake any additional work to provide that "digital" loop as opposed to a SL1 loop.

included in Docket 00-00544.

For instance, the LMUSI may indicate that the customer is located close to the central office (<12,000 feet) and that the loop contains no encumbrances that would inhibit DSL service (load coils, bridged taps, repeaters).

### Line Sharing Provisioning and Implementation Issues

- 29. **Background**. On November 6, 1999, the FCC ordered that incumbent LECs provide unbundled access to the "high frequency portion of the loop" to requesting carriers. The FCC concluded, based on an extensive record, that lack of access to the high frequency portion of the loop materially diminished the ability of CLECs to offer xDSL services to residential and small business users, delayed broad facilities-based entry, and materially limited the scope and quality of competitors' service offerings.<sup>15</sup> Importantly, the FCC concluded that there was "no evidence of substantial technical, economic, operational, or practical barriers to incumbent LEC line sharing with competitors."<sup>16</sup>
- 30. The FCC also found that many ILECs, by denying CLEC access to line-sharing, were discriminating in favor of their own xDSL products through line-sharing.<sup>17</sup> The FCC concluded that since rapid deployment of line-sharing was the only means of ensuring "that residential and small business consumers receive the benefits of competition and innovation promised in the Act," the FCC ordered that incumbent LECs make line-sharing fully available to requesting carriers by June 6, 2000 (180 days after release of the *Line Sharing Order*).
  - 31. Covad began line-sharing negotiations immediately upon release of the Line

Line Sharing Order at ¶39. Indeed, the FCC found that "the inability of competing carriers to provide xDSL-based services over the same lop facilities that the incumbents use to provide [voice-grade] local exchange service makes the provision of competitive xDSL-based services to customers that want a single line for both voice and data applications—typically small businesses and mass market residential consumers—not just marginally more expensive, but so prohibitively expensive that competitive LECs will not be able to provide such services on a sustained economic basis." *Id.* at ¶ 39.

Id. at ¶ 5.

Id. at ¶ 33 ("There is no question that incumbent LECs are offering xDSL on the same line as their voice service, and competitive LECs are at a significant disadvantage in offering xDSL-based services over the same line that is used to provide voice service."); ¶ 29 n.53 ("the 1996 Act does not permit the leveraging of a historic monopoly into a nascent industry or market").

<sup>.8</sup> *Id.* at ¶ 13.

Sharing Order, and on April 26, 2000, Covad and BellSouth signed an Interim Interconnection Agreement Amendment (attached as Exhibit F). Covad entered into that agreement, and compromised on several issues, in order to make an effort to have line-sharing fully operational in the BellSouth region by the FCC's June 6, 2000 deadline.

- 32. Unfortunately, BellSouth has failed to live up to this deadline and the commitments it made to Covad in the Interim Agreement. On October 31, 2000 and December 6, 2000, the FCC hosted "Line Sharing Summits" involving Covad, BellSouth, and other ILECs and CLECs for the purpose of resolving operational issues brought to the FCC's attention by Covad and other CLECs. During the course of the current negotiations, Covad raised many of the issues brought to light at the Line Sharing Summits, and those issues remain unresolved today.
- 33. Some terms and conditions related to line sharing were addressed by the Data Coalition in Docket No. 00-00544, including (1) location of the splitter on the Main Distribution Frame, (2) the need to order splitter space on a port at a time basis, (3) the interval for installation of a splitter; and (4) the interval for provisioning of a line shared loop. Nonetheless, with respect to many of these issues, BellSouth either did not offer testimony at all or only offered testimony rejecting the Data Coalition position. To the extent that a determination of those four issues does not result from Docket 00-00544, those issues must be included in Covad's arbitration for an Interconnection Agreement in Tennessee.
- 34. Issue 15: What should be the interval for installation of POTS splitters in a central office thirty or forty-two calendar days? (¶ 2.11.2.2)

Covad's Position: In order for Covad to be able to take advantage of line-sharing in a neighborhood, BellSouth must install a device called a "POTS Splitter" in the relevant central

office.<sup>19</sup> Installing the splitter requires minimal work—all the ILEC needs to do is install the splitter on or near the Main Distribution Frame ("MDF"), and wire the splitter to the MDF, to the CLEC's collocated equipment, and to the ILEC's switch.

BellSouth has agreed to install POTS splitters for Covad, but claims it can only do so within forty-two calendar days of Covad's request. In Covad's experience, POTS splitters can be installed much more rapidly. It is important to note that until POTS splitters are installed, Covad cannot provide a line-shared service to customers served by the relevant central office. As a result, each day of delay delays the availability of competitive line-shared service to those customers. Covad and Tennessee consumers are being harmed today because BellSouth has already missed the June 6, 2000 deadline and seeks to extend the non-availability of line-sharing even further by operation of this clause.

**BellSouth's Position:** BellSouth has agreed to install POTS splitters for Covad at Covad's request. However, BellSouth does not believe it can install those splitters in any time shorter than forty-two calendar days.

# 34. Issue 16: Should BellSouth install a splitter on the Main Distribution Frame or on a relay rack within 25 feet of the Main Distribution Frame? (¶ 2.11.2.6)

Covad's Position: To avoid potential degradation to xDSL services, Covad has proposed that BellSouth install a POTS splitter on or within twenty five feet of the MDF in a central office. If a POTS splitter is installed any further, the wiring between the MDF and the POTS splitter acts as a form of a bridged tap, which could potentially degrade the services offered to the end user. Additionally, placing the splitter far from the Main Distribution Frame increases the amount of cabling necessary for line sharing, and thereby increases the cost of line

A POTS splitter is essentially a filter that "splits" the high-frequency signals, over which a DSL service would ride, and directs it to Covad's collocated DSLAM. A POTS splitter should be installed on or close to the Main Distribution Frame at a central office, where the CLEC tie cables appear.

sharing to Covad. Covad believes that the most efficient configuration for line sharing places the splitter on or within 25 feet of the Main Distribution Frame.

BellSouth's Position: BellSouth has rejected Covad's proposal. BellSouth will not commit to installing a POTS splitter on the MDF (even though such POTS splitters are commercially available), and BellSouth's strong preference is to install a splitter in a "common area" as "close to the Covad collocation area" or Covad "termination point." Only when BellSouth cannot install the splitter in the common collocation area does BellSouth place the splitter nearer to the MDF. This proposal has the potential to degrade service to Covad's end users.

# 35. Issue 17: Should BellSouth permit Covad to order splitter ports in increments of a single port at a time ? ( $\P$ 2.11.2.11)

**Covad's Position:** BellSouth has proposed that Covad order splitter ports in increments of 24 and 96 ports only (per shelf), while Covad would like the additional option of ordering ports a line-at-a-time. Providing splitter functionality in line increments and in shelf increments is technically feasible and would allow Covad to purchase only the amount of splitter space it needs. This would encourage the efficient use of splitter functionality and collocation space.

In addition, requiring Covad to purchase splitter ports in higher increments increases the initial nonrecurring cost of providing line-sharing out of a particular office. As a result, requiring Covad to order a "minimum" number of ports increases the cost of entry and, in turn, diminishes the incentive for Covad to provide line-sharing out of lower-density offices.

**BellSouth's Position:** BellSouth believes that Covad should order splitters in increments of 24 and 96 ports.

# 36. Issue 18: Should the provisioning interval for the line-sharing UNE improve eventually to twenty-four hours? (¶ 2.11.2.13)

**Covad's Position:** The provisioning interval for the line-sharing UNE should eventually be twenty-four hours. Covad proposed a phase-in of this interval over several months:

- Within 60 days of the Order -- BellSouth shall provision line shared lines within three business days from the submission of a LSR.
- Within 120 days of the Order -- BellSouth shall provision line shared lines within two business days from the submission of a LSR.
- Within 180 days of the Order -- BellSouth shall provision line shared lines within twenty four hours from the submission of a LSR.

Covad believes these intervals are reasonable because the only physical work required to provide a line-shared loop is wiring at the splitter, which involves removing one central office cross-connect and replacing it with two new cross-connects. This process should be accomplished in less than 10 minutes, and no additional time or work would be necessary.

The provisioning interval for line-sharing should be significantly shorter than the intervals applicable to stand-alone xDSL-capable loops, because BellSouth has already provisioned the loop used for the line-sharing UNE to the customer premises.

**BellSouth's Position:** BellSouth agrees that providing a line-sharing UNE should take less time than providing a stand-alone loop, because it has proposed that it provide the line-sharing UNE within three business days from a FOC for orders of 1-5 lines at the same address and five business days for orders of 6-10 lines at the same address. BellSouth disagrees with Covad's proposed interval.

37. Issue 19: Should BellSouth be permitted to assess a manual service order charge for line sharing, given that BellSouth does not now have in place electronic systems for pre-ordering, ordering, provisioning, maintenance and repair for line sharing? (¶ 2.11.2.14)

**Covad's Position:** Today, despite the FCC's June 6, 2000 deadline, BellSouth does not have an electronic OSS system in place for the line-sharing UNE. Covad objects to BellSouth's proposal to charge Covad a manual service order charge for pre-order, order, provisioning,

maintenance and repair OSS functions. Since Covad would prefer to have the electronic OSS to which it is entitled, Covad believes it should not have to pay these manual charges simply because BellSouth has not made an electronic interface available.

Line sharing will be the core of Covad's residential broadband service offering in Tennessee. As a result, for this mass market service, it is crucial that an electronic OSS be in place. Manual processing for a high-volume, mass market service is simply not sustainable. By denying BellSouth the ability to charge for manual processing that is the result of BellSouth's failure to meet its legal obligation, this Authority will properly incent BellSouth to develop the necessary electronic functionality to support line sharing.

**BellSouth's Position:** BellSouth seems to acknowledge that a manual service order is not and should not be charged for line shared loops, since no EDI is available for line shared loops. Nonetheless, the parties have not agreed to contract language on this issue. BellSouth is only willing to commit to make "best efforts" to make an electronic pre-ordering, ordering, provisioning, repair and maintenance OSS for line sharing.<sup>20</sup>

# 38. Issue 20: Should BellSouth be required to re-certify the functionality of all splitters currently in place and provide certification of any functionality of splitters ordered by Covad?

Covad's Position: At the FCC Line Sharing Summits in October and December, Covad and ILECs agreed to "tour" certain offices that the ILECs claimed were "ready" to support line-sharing. During those tours in the BellSouth region, Covad discovered that in 10 of the 11 central offices toured, POTS splitters were installed improperly by BellSouth. As a result, Covad has requested that BellSouth re-certify its installation of POTS splitters in central offices where it claims installation is complete. Furthermore, Covad believes BellSouth should be obligated to affirmatively certify to Covad the functionality of splitters ordered in the future.

Otherwise, Covad will again be faced with placing orders for customers served by splitters that BellSouth may or may not be able to warrant are working properly. The problem results in enormous customer dissatisfaction and has damaged Covad through the cancellation of numerous line shared orders.

**BellSouth's Position:** BellSouth appears to agree that it must recertify the functionality of all existing splitters and that it must certify functionality of any splitters ordered by Covad. BellSouth made these concessions at the Line Sharing Summits with the FCC, but no contract language has been agreed to by the parties.

## 39. Issue 21: Should BellSouth be required to provide accurate service order completion notifications for line shared UNE orders?

Covad's Position: Another issue that has arisen at the FCC Line Sharing Summits is the failure of ILECs like BellSouth to provide accurate service order completion notices for line-shared UNE orders. Covad routinely receives inaccurate service order completions from BellSouth and, as a result, it has wasted time and effort attempting to get its customer's service going, when BellSouth had not yet accomplished the limited cross connection work necessary to provision the line shared loops. Even though BellSouth had not performed the necessary provisioning work, BellSouth's systems reported to Covad (incorrectly) that the work had been done. Covad seeks BellSouth's commitment to provide accurate and timely service order completion notifications. Until an electronic data exchange system is available, Covad has proposed, as an interim measure, that BellSouth perform a daily query of its COSMOS system and confirm with Covad which line shared lines have been provisioned.

**BellSouth's Position:** BellSouth has not agreed that it will provide accurate service order completion notices, but BellSouth appears to acknowledge that some type of accurate

As of this writing, these electronic systems are not yet in place.

information must be provided to Covad. No contract language has yet been agreed to.

40. Issue 22: Should BellSouth be required to test for data continuity on each line shared loop both in the provisioning and in the repair and maintenance of the loops?

Covad's Position: During the initial implementation of line sharing, Covad has experienced numerous problems with ensuring that BellSouth has completed the work necessary to provision the loop. As a result of the FCC Line Sharing Summits, Covad and BellSouth determined that BellSouth technicians were testing line-shared loops only for working voice service. BellSouth technicians did not test to insure that BellSouth had properly completed the cross connections on the data line from the splitter to the collocation space. Covad proposes that BellSouth perform data continuity testing both during provisioning and during maintenance or repair.

**BellSouth Position:** BellSouth's position on this testing is unclear.

41. Issue 23: Should BellSouth be required to provide test access to Covad for all points of interconnection on a line shared loop?

Covad Position: Depending on how BellSouth has configured the line sharing arrangement in a central office, Covad's line shared loop may pass through two or three different intermediate distribution frames and may cross several different floors of a central office. At each frame, there are several points of interconnection where cross connections must be made to properly provision a line-shared line. Some of these points of interconnection may be on floors of the central office where Covad does not have access. Nonetheless, Covad needs access to each point of interconnection on a line-shared loop.

If BellSouth placed the splitter on the Main Distribution Frame, as Covad has suggested, there would be no need for intermediate distribution frames, and thus, no need for Covad to seek such access. However, BellSouth has not agreed to place the splitter in the most economical

location and since Covad needs to be able to access its lines to resolve troubles, Covad needs unfettered test access.

**BellSouth's Position**: BellSouth does not believe Covad needs complete test access. If Covad cannot resolve the trouble on its own, Covad should open a trouble ticket and await BellSouth's resolution of the problem.

#### **UNE Pricing Issues**

42. Issue 24: Are the rates for Unbundled Loops and Line Sharing set forth in Exhibit C to Attachment 2 in compliance with TELRIC? (¶ 2.8)

Covad's Position: Covad strongly believes that the rates proposed by BellSouth in Exhibit C to Attachment 2 are inconsistent with the FCC Pricing Rules, TELRIC, and the 1996 Act. Covad has reviewed the cost study submitted by BellSouth to support those rates and has detected the following flaws in the rates for unbundled loops and line sharing:

- The rates are based on flawed assumptions, inflated task times and unnecessary work groups whose only purpose in provisioning these elements seems to be to drive up the price to Covad and other competitors.
- The rates reflect the unnecessary, cumbersome, and expensive designed loop process.
- The rates are derived from inconsistent loop models which do not comply with TELRIC.
- The rates include recovery of costs for BellSouth's failure to upgrade its outside plant to modern engineering standards, to maintain its inventory systems in a commercially reasonable manner, and to develop efficient methods and procedures, including electronic OSS, for provisioning xDSL loops and related DSL services such as

conditioning and access to loop makeup information.

Covad understands that many of the rates listed in Exhibit C are before the TRA in either the xDSL Docket (No. 00-00544) or the pending generic pricing docket (No. 97-01262) and that a decision is pending in both proceedings. Nonetheless, since BellSouth would not agree to interim pricing other than what BellSouth has proposed, pricing remains an unresolved issue of interconnection between the two parties.

**BellSouth's Position:** BellSouth believes that the UNE rates it has proposed—which make Tennessee one of the highest-cost states for unbundled xDSL loop entry in the nation—comply with applicable legal principles.

#### **Attachment 4 (Physical Collocation)**

43. Issue 25: In the event Covad desires to terminate its occupation of a collocation space, should Covad be required to empty that space completely, even if the next CLEC on the waiting list for that central office would desire to take that space as configured by Covad (such as racks, conduits, etc.)? (¶ 4.3.2)

Covad's Position: Covad believes that BellSouth should facilitate—rather than hinder—the transfer of collocation space from Covad to other CLECs. BellSouth has proposed that if Covad decides to vacate a particular central office, Covad must empty that space completely of all equipment and materials (including racks and conduits) before BellSouth will inform other CLECs on the "waiting list" for that office that the space has been vacated. The next CLEC on the list would then be required to install much of the same infrastructure in that very same space (racks, conduits) that Covad would have disposed of just days prior.

Covad believes that BellSouth has taken this position merely to frustrate and raise the

cost of entry into the market.<sup>21</sup> Rather than facilitate orderly and least-cost means of transitioning collocation space occupancy, BellSouth would rather that Covad incur a cost to dismantle a collocation space and then require the next CLEC incur a cost to put that very same infrastructure back in place. Covad has proposed that when it gives BellSouth notice that it will vacate a collocation space, BellSouth should communicate (via e-mail or letter) to the next CLEC on the waiting list that the space will open up and ask whether the current space configuration is acceptable to the next CLEC.<sup>22</sup> This relatively inexpensive means of communication could greatly ease CLEC costs of entry and exit into Tennessee telecommunications markets.

BellSouth's Position: BellSouth will not agree to provide such a notification to a CLEC on the waiting list because that communication is not currently in the BellSouth process of managing collocation. BellSouth apparently does not believe it should be required to facilitate an efficient means of transferring occupancy of collocation space between CLECs. BellSouth has not revealed any fact showing that it cannot facilitate such a transfer—other than the fact that doing so would assist CLECs.

44. Issue 26: Should the demarcation point of Covad's collocation space be changed from the point-of-termination bay, as currently provided in the Agreement, to BellSouth's distribution frame, a proposal that would increase Covad's costs substantially? (¶ 5.4)

**Covad's Position:** In a physical collocation arrangement, designation of the "demarcation point" is absolutely critical to ensuring that parties undertake proper installation, maintenance and repair activities and costs. In general, each party is responsible for installation,

Incidentally, the costs of "exiting" a market are properly considered by economists as part of the cost of "entering" a market, because the cost of exit will often be regarded in a sunk cost analysis of entry.

Because of confidentiality concerns and its status as monopoly provider, only BellSouth has possession of the list of CLECs on the waiting list for a particular office. Therefore, Covad cannot initiate this communication.

maintenance and repair of the network and facilities on that party's "side" of the demarcation point.

The current Interconnection Agreement between Covad and BellSouth provides, in Attachment 3, ¶ 3.4, that a "point-of-termination bay(s)" will designate the point(s) of interconnection" between Covad's equipment and network and BellSouth's network. The point-of-termination bay is generally located relatively proximate to Covad's collocation space, in a common area. Covad prefers this arrangement because it has ready access to this point-of-termination bay—as a result, installation, maintenance and repair of equipment and facilities on Covad's "side" of the bay is relatively cost-effective. Covad has proposed that this existing language be carried-over to the new Agreement.

BellSouth has proposed to *change* the demarcation point to its "conventional distribution frame" ( $see \ \ 5.4$ ). The distribution frame may be located relatively far from Covad's collocation space—even a different floor or on the other side of the building. If adopted, Covad would become responsible for *all* cabling and cable extensions from the distribution frame to its collocation space.

BellSouth's proposal is anticompetitive for several reasons. First, the proposal would increase Covad's collocation costs without any commensurate benefit to Tennessee consumers or Covad. Second, it would allow BellSouth to take the full amount of time allocated for space preparation based on the <u>prior</u> contract's demarcation point, while performing only a much smaller fraction of the work to provide space. Ultimately, shifting this work to Covad will delay collocation efforts. Third, the proposal would essentially strand Covad's existing investment in point-of-termination bays in Tennessee (an arrangement required by BellSouth in the original Agreement) by obviating the initial purpose of those bays (as a demarcation point).

In addition, BellSouth has provided Covad *no* legitimate argument that the existing demarcation point presents any problem for BellSouth or Covad—as a result, Covad can only infer that BellSouth's "business decision" to change the demarcation point is motivated by BellSouth's desire to increase Covad's costs. Most importantly, by changing the demarcation point, BellSouth seeks to make routine maintenance and other work at the demarcation more cumbersome and inefficient. The distribution frame can be difficult to get to for the purpose of installing new service or testing existing loops. From Covad's perspective a POT bay in or near its collocation space provides the best point of demarcation.

BellSouth's Position: BellSouth believes that it should be able to alter the demarcation point for Covad's collocation arrangements and make Covad responsible for all cabling between collocated equipment and the "conventional distribution frame." Despite the fact that the existing Agreement required Covad to already pay for installation of point-of-termination bays for this demarcation purpose, BellSouth now believes that those bays should no longer serve this purpose. Furthermore, by making Covad responsible for the cabling from the conventional distribution frame," BellSouth is shifting a large part of work required to prepare space to Covad. In this way, BellSouth decreases the work it is required to perform, while retaining the space preparation interval that was based on BellSouth's performance of the cabling from the distribution frame to the POT bay near the collocation space.

45. Issue 27: In the event Covad cancels an order for collocation space and BellSouth work done on behalf of Covad may be transferred to another CLEC waiting for space, should BellSouth be permitted to charge Covad for that work? (¶ 6.14)

Covad's Position: This issue is conceptually similar to Issue 25—BellSouth has taken a position that impacts solely the CLEC costs of entry and exit without generating any benefit to BellSouth or Tennessee customers. In this instance, if Covad cancels a collocation order prior to

completion and BellSouth has already incurred some costs in providing that collocation space to Covad, Covad has requested that BellSouth transfer that work (such as a site preparation fee or cabling) to the next CLEC that is on the waiting list for that central office. The next CLEC would certainly benefit from such a transfer, because it is likely that such a transfer would accelerate the timetable for turning the collocation space over to the next CLEC. Since only BellSouth has access to the CLEC waiting list for any particular office, only BellSouth can facilitate this clearly-efficient transaction.

**BellSouth's Position:** Once again, BellSouth does not believe it should facilitate an efficient means of transferring collocation work it has done for Covad to another CLEC—even if that transfer would lower the costs and ease of entry for Covad and other CLECs. BellSouth has not revealed any fact showing that it cannot not facilitate such a transfer—other than the fact that doing so would assist CLECs.

46. Issue 28: Should recurring charges for space preparation and floor space begin on the data BellSouth releases Collocation Space for occupancy or the date Covad either accepts the space from BellSouth or first occupies the Collocation Space? (¶¶ 7.1, 7.6)

Covad's Position: Covad does not believe that it should pay for collocation space until BellSouth actually provides functioning space. All too often, BellSouth has "released" space to Covad that is inadequate or seriously flawed—such as nonfunctioning power, insufficient lighting, lack of keys, etc. Covad refuses to accept collocation space until all such problems have been resolved. Covad should not be required to pay space preparation recurring charges and floor space rental for collocation space until Covad affirmatively agrees that the space is commensurate with what Covad ordered.

**BellSouth's Position:** BellSouth believes it should be able to charge Covad for collocation space once BellSouth "releases" that space to Covad—even if that space does not

meet the specifications Covad ordered.

47. Issue 29: Should BellSouth be required to provide power cabling from the BDFB to the collocation arrangement and from the BellSouth service panel to an adjacent arrangement, as other ILECs do? (¶¶ 7.7.1, 7.7.3)

Covad's Position: When Covad obtains collocation space from ILECs other than BellSouth, those ILECs in their provisioning of the space bring the power cables from the BDFB to the collocation arrangement. BellSouth, on the other hand, requires that collocators have their installers do all of the work to provide power to the collocation space. This has the effect of decreasing the work BellSouth is required to do in the intervals ordered by this Authority. As a result, this power delivery process is forced on CLECs and that work takes additional time after BellSouth turns over the space to Covad.

**BellSouth Position**: BellSouth does not believe it is required to provide power to the collocation space and therefore requires CLECs to perform this work.

#### 48. Issue 30: What rates should apply for physical collocation services?

Covad's Position: Covad strongly believes that the rates set forth in Exhibit A to Attachment 4 are inconsistent with the FCC Pricing Rules, TELRIC, and the Telecom Act. Covad has reviewed the cost study submitted by BellSouth to support those rates and has detected the following flaws in the rates for physical collocation services:

- The rates grossly inflate the property value of BellSouth's central offices.
- The rates reflect unnecessary task and inflated task times for simple provisioning work.

**BellSouth's Position:** BellSouth believes that the rates for physical collocation it has proposed comply with applicable legal principles.

#### **Attachment 6 (Ordering and Provisioning)**

49. Issue 31: Should BellSouth resolve all loop "facilities" issues within thirty days of receiving a complete and correct LSR? (¶ 2.5.8)

Covad's Position: This issue is similar to those addressed in Issue 5 (loop provisioning intervals, in particular Issue 5(a) and (b)). BellSouth has proposed language that would only obligate it to resolve "facilities" issues for a Covad loop order in an unspecific manner. As described in Issue 5 above, Covad believes it is vitally important that the loop installation process be as predictable and uniform as possible. Allowing BellSouth to claim that a loop is presented with a "facility" issue without placing a time frame around resolution of that issue essentially gives BellSouth the unilateral power to delay Covad loop installations.

As discussed above, firm and predictable installation intervals would result in better enduser customer service, would help detect breakdowns in BellSouth's provisioning systems, would expedite dispute resolution procedures, and would assist this Authority in examining BellSouth's compliance with the Section 271 checklist. It is for this reason that other state commissions, including New York and Texas, have established loop installation intervals and why the FCC is examining national minimum standards in the *Local Competition* docket.

**BellSouth's Position:** BellSouth believes that its legal obligations require it only to offer a parity interval for resolving facilities issues, but BellSouth steadfastly refuses to produce any documentation to prove that it is currently reserving pending facility situations at a parity level. Instead, BellSouth believes Covad should take its word that it is performing at a parity level.

#### Attachment 7 (Billing and Billing Accuracy Certification)

50. Issue 32: Should BellSouth send a complete electronic and paper bill within ten business days of the bill date, and what will be the billing date of that bill?

**Covad's Position:** In two years of doing business in the BellSouth region, Covad has experienced considerable difficulty in obtaining complete and accurate bills from BellSouth for

collocation and unbundled network elements. In particular, Covad has had difficulty obtaining electronic copies of its BellSouth's bills on a timely basis, which requires Covad to expend considerable effort analyzing paper bills that are oftentimes hundreds of pages long.

Covad has proposed that BellSouth provide it a complete electronic *and* paper bill within ten business days of the bill date. Timely receipt of these bills in relation to the bill date is important, because BellSouth administers its late payment charges in relation to that bill date. In particular, BellSouth's proposal would consider a payment to be "late" if the next billing date passes without receipt of payment. Currently, Covad is often presented with a situation in which payment is "due" for a bill that Covad has received perhaps a few days earlier, or for which Covad has only received a paper bill.

Covad's proposal for ¶¶ 1.4-1.5 would not allow BellSouth to benefit by submitting bills to Covad late. Covad proposes that BellSouth provide electronic and paper bills within ten business days of the billing date. Payment of that bill would not be due until thirty days after Covad receives both copies of the bill.

**BellSouth's Position:** BellSouth has proposed that it send an electronic and paper copy of the bill within ten business days of the bill date. However, BellSouth would make that bill due on the next bill date. BellSouth's proposal would potentially give Covad 15 days or less to review and pay a bill.

#### 51. Issue 33: Billing Disputes ( $\P$ ¶ 1.7, 2.3.1, 3.2)

Issue 33(a): Should Covad be obligated to pay an amount in dispute, and if Covad does not pay, should BellSouth be permitted to assess late payment charges for that amount? ( $\P\P$  3.2, 1.7)

Covad's Position: Covad believes that if it has a bona fide dispute with a charge on a bill, it should not be required to pay that amount while that dispute is being resolved. In

addition, Covad does not believe it should be assessed late payment charges for that amount which Covad is withholding payment. This is a standard commercial practice that BellSouth provides no reasonable justification for rejecting.

**BellSouth's Position:** BellSouth believes that Covad must pay all charges when billed, even those subject to a bona fide dispute. In the event Covad withholds payment, Covad should be assessed a late payment charge for the entire "portion of the payment not received by the payment due date," including amounts subject to a bona fide dispute.

52. Issue 33(b): How long should parties endeavor to resolve any billing discrepancy – within 30 calendar days, as proposed by Covad, or 60 calendar days, as proposed by BellSouth? (¶ 2.3.1)

**Covad's Position:** In the event of a billing dispute, Covad believes that both parties should act expeditiously to resolve that dispute. As a result, Covad has proposed that parties agree to endeavor to resolve billing disputes within thirty calendar days; BellSouth would prefer to take sixty calendar days.

Resolution of this issue is related to Issue 33(a). If BellSouth is successful in imposing a "late payment fee" for amounts in dispute—a fee that increases as time passes—it has an incentive to delay resolution of a billing dispute.<sup>23</sup>

**BellSouth's Position:** BellSouth believes that it should be given sixty calendar days to endeavor to resolve a billing dispute. In the meantime, amounts in dispute should be paid to BellSouth.

#### **Attachment 11 (Disaster Recovery Plan)**

#### 53. Issue 34: Should BellSouth's Network Management Center directly inform Covad's

For instance, if Covad disputes a \$100,000 collocation charge, under BellSouth's proposal, it would be able to charge a  $1\frac{1}{2}$ % late payment fee per month (¶ 1.7) and would have two months to resolve that dispute (¶ 2.3.1) before further escalation. For that single instance, BellSouth's proposal would permit it to bill Covad another \$3,000—and the underlying issue would remain unresolved.

Network Management Center about all Abnormal Condition Reports that affect Covad circuits or put Covad circuits, equipment or employees at risk? (¶ 2.0)

Covad's Position: Covad believes that BellSouth should directly inform Covad's Network Management Center in the event BellSouth becomes aware of an abnormal condition report that could affect Covad circuits or put Covad circuits, equipment or employees at risk. Covad appreciates the detail of many aspects of BellSouth's Disaster Recovery Plan, but if Covad is not informed that an abnormal condition may be placing its network or employees at risk, Covad will not be able to initiate and engage its own internal disaster plans in a timely manner.

**BellSouth's Position:** Covad understands that BellSouth is considering Covad's proposal.

54. Issue 35: Should BellSouth notify Covad's Network Management Center when BellSouth's Emergency Control Center is activated or placed on alert? (¶ 3.0)

Covad's Position: Covad believes that BellSouth should notify Covad's Network Management Center in the event BellSouth's Emergency Control Center is activated or placed on alert. BellSouth's Emergency Control Center is designated in ¶ 3.0 as the coordinator of long term outages. If Covad is not informed that BellSouth's Emergency Control Center has been activated or placed on alert status, Covad's internal efforts to deal with the emergency may be delayed and subject to considerable confusion.

**BellSouth's Position:** Covad understands that BellSouth is considering Covad's proposal.

55. Issue 36: If an Abnormal Condition Report or disaster affects or puts Covad's equipment, network or employees at risk, should BellSouth provide Covad with documentation of that condition and perform a root cause analysis of that situation? (¶ 7.0)

Covad's Position: An important part of disaster planning is root cause analysis. In

particular, the first step toward preventing the next disaster is to fully understand the last one. Therefore, while Covad appreciates the detail of most portions of BellSouth's Disaster Recovery Plan, Covad believes that this plan should include a post-disaster root cause analysis.

Covad has proposed that in the event of a disaster or an abnormal condition report that affected or placed at risk Covad's equipment, network or employees, BellSouth should provide documentation of that condition, which will include, but not be limited to—

- Description, date, time and duration of the incident or outage;
- Geographic area and CLLI affected;
- Estimated number of customers affected;
- Types of services affected and consequential effects;
- Cause of the incident or outage, including root cause analysis;
- Methods taken to restore service; and
- Steps taken to prevent recurrence, along with follow up contact information.

Covad believes that generation of these reports would greatly facilitate prevention of incidents or outages in the future in a manner that would benefit Covad, BellSouth and the public.

**BellSouth's Position:** Covad understands that BellSouth is considering Covad's proposal.

#### V. <u>ISSUES RESOLVED BY THE PARTIES</u>

- 56. Exhibit E contains the latest complete red-line of the draft interconnection agreement between Covad and BellSouth. That draft includes a multitude of issues already discussed and resolved by the parties. In particular, the parties have discussed and resolved the following important issues relating to the following
  - Joint Acceptance Testing of unbundled loops (Att. 2, ¶ 1.7)
  - Line sharing terms and conditions (except those listed above)
  - Physical collocation terms and conditions (except those listed above)

- The provisioning of an IDSL loop, which is identical to the ISDN loop, but which is specifically provisioned for IDSL service.
- The minimal level of information that will be provided in an electronic loop makeup inquiry using LFACs.
- The firm operational hours for work centers with which Covad must operate, including the LCSC, CRSG, and the UNE Center. (Att. 6, ¶ 1.3.1)
- Intervals for returning a mechanized FOC, when the mechanized system is available.(Att. 6,  $\P$  2.5.1)
- BellSouth's agreement to review LSR's for all errors that may exist so that Covad may quickly resolve the errors. (Att. 6, ¶ 2.5.3)
- BellSouth's agreement to inform Covad immediately about all facilities problems it will experience with its loop orders. (Att 6,  $\P$  2.5.6)
- BellSouth will commit to contract language that will provide Covad with electronic access to BellSouth reported performance data (currently reported on the BellSouth Performance Measurements Platform), until a state commission orders different data to be reported. Penalties will not be assessed pursuant to that data until a state commission orders such penalties.
- 57. Covad has expressed to BellSouth its willingness to continue to discuss resolution and final contract language on any of the unresolved issues listed above. Covad will keep the Authority informed in the event that any of the unresolved issues listed above do in fact get resolved by the parties while this arbitration is pending.

#### VI. RELIEF REQUESTED

58. The issues presented by Covad in this Arbitration Petition are vital to the development of broadband competition in Tennessee. As a result, it is important that when the Authority resolves all of the issues presented above, it ensures that BellSouth execute an Interconnection Agreement encapsulating that resolution in a short time period. Covad therefore requests that the Authority arbitrate all of the unresolved interconnection issues between Covad

and BellSouth and simultaneously order BellSouth to execute an amendment to the Interconnection Agreement within ten business days that resolution.

Dated: December 215, 2000

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

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Telephone: (615)252-2363

Catherine F. Boone, Esq.

Covad Communications Company

10 Glenlake Parkway, Suite 650

Atlanta, Georgia 30328

#### **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been forwarded via hand delivery, to the following on this the 21 day of December, 2000.

Guy Hicks, Esq.
BellSouth Telecommunications, Inc.
333 Commerce St.
Nashville, TN 37219

Aby Um Henry Walker

# ORIGINAL

#### COVAD/BELLSOUTH ARBITRATION

**EXHIBIT A** 



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June 2, 2000

#### VIA FACSIMILE

Mr. Brian T. Campbell
BellSouth Interconnection Services
34P70 BellSouth Center
675 West Peachtree Street, NE
Atlanta, GA 30375

#### Dear Brian:

As we discussed yesterday, Covad and BellSouth will begin formal renegotiation of the Interconnection Agreement between our two companies on June 2, 2000. We also agreed that you would forward to me the most recent version of BellSouth's proposed Interconnection Agreement on or before June 9, 2000. In turn, I will attempt to return a marked-up version of at least some provisions before our first meeting.

With the exception of the collocation (attachment 4) provision, you and Steve Klimacek will negotiate on behalf of BellSouth. We have set up the following schedule for those negotiations:

June 27	9:00 a.m. – 12:00 p.m.
June 29	9:00 a.m. – 12:00 p.m.
July 17	9:00 a.m. – 12:00 p.m.
July 27	9:00 a.m. – 12:00 p.m.
August 16	
August 23	9:00 a.m. – 12:00 p.m.
August 30	9:00 a.m. – 12:00 p.m.
September 6	9:00 a.m. – 12:00 p.m.
	9:00 a.m. – 12:00 p.m.
September 8	9:00 a.m. – 12:00 p.m.
September 13	9:00 a.m. – 12:00 p.m.
September 27	9:00  a.m. - 12:00  p.m.
September 29	9:00  a.m. - 12:00  p.m.
October 4	9:00 a.m 12:00 p.m.
October 6	9:00 a.m 12:00 p.m.
October 11	9:00 a.m. – 12:00 p.m.
October 13	9:00 a.m. – 12:00 p.m.

You indicated that Michelle Culver and Rhona Reynolds will negotiate on behalf of BellSouth with respect to all collocation matters. I will contact them separately to arrange a schedule for such negotiations.

Mr. Brian T. Campbell June 2, 2000 Page 2

We look forward to working with you for the successful renegotiation of the Interconnection Agreement between our companies.

Sincerely,

Catherine F. Boone

Cotherine 7. Boone 1 bls

CFB/bls

cc: Mr. Stephen Klimacek (via facsimile)
Thomas Allen, V.P. ILEC Relations

### COVAD/BELLSOUTH ARBITRATION

**EXHIBIT B** 

#### Shepard, Bonnie

⊂rom:

Brian.Campbell1@bridge.bellsouth.com

ant:

Friday, June 23, 2000 1:38 PM cboone@Covad.COM

To: Subject:

I/C Agreement

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Cathy:

Attached is a portion on the Interconnection Agreement, as you requested.

Because of its size, I will be sending several subsequent emails containing the

rest of the agreement. Let me know if any portion does not reach you.

total there will be General Terms and Conditions and Attachments 1 - 11.

Brian

# AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS INC. AND CLEC-1

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#### **AGREEMENT**

THIS AGREEMENT is made	e by and between BellSouth	Telecommunications, Inc.,
("BellSouth"), a Georgia corporation,		
deemed effective as of	This Agreement may refer	to either BellSouth or CLEC-1
or both as a "Party" or "Parties."		

#### WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, CLEC-1 is or seeks to become an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to resell BellSouth's telecommunications services and/or interconnect their facilities, purchase network elements and other services, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and CLEC-1 agree as follows:

#### 1. Purpose

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The resale, access and interconnection obligations contained herein enable CLEC-1 to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that CLEC-1 will not be considered to have offered telecommunications services to the public in any state within BellSouth's region until such time as it has ordered services for resale or interconnection facilities for the purposes of providing business and/or residential local exchange service to customers.

#### 2. Term of the Agreement

2.1	The term of this Agreement shall be two years, beginning and			
	shall apply to the state(s) of,			
	and If as of the expiration of this			
	Agreement, a Subsequent Agreement (as defined in Section 2.2 below) has not			
	been executed by the Parties, this Agreement shall continue on a month-to-month			
	basis while a Subsequent Agreement is being negotiated. The Parties' rights and			
	obligations with respect to this Agreement after expiration shall be as set forth in			
	Section 2.4 below.			

- The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").
- If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.
- Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 2.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to CLEC-1 pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to

provide services to CLEC-1 pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

#### 3. Ordering Procedures

- 3.1 CLEC-1 shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.
- 3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services ordered.
- 3.3 CLEC-1 shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

#### 4. Parity

When CLEC-1 purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to CLEC-1 shall be at least equal in quality to that which BellSouth provides to itself. The quality of the interconnection between the networks of BellSouth and the network of CLEC-1 shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by CLEC-1.

#### 5. White Pages Listings

BellSouth shall provide CLEC-1 and their customers access to white pages directory listings under the following terms:

5.1 <u>Listings</u>. CLEC-1 shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include CLEC-1 residential and business customer listings in the appropriate White Pages (residential and business) or

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alphabetical directories. Directory listings will make no distinction between CLEC-1 and BellSouth subscribers.

- 5.2 Rates. BellSouth and CLEC-1 will provide to each other subscriber primary listing information in the White Pages for a non-recurring charge.
- Procedures for Submitting CLEC-1 Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.
- Notwithstanding any provision(s) to the contrary, CLEC-1 agrees to provide to 5.3.1 BellSouth, and BellSouth agrees to accept, CLEC-1's Subscriber Listing Information (SLI) relating to CLEC-1's customers in the geographic area(s) covered by this Interconnection Agreement. CLEC-1 authorizes BellSouth to release all such CLEC-1 SLI provided to BellSouth by CLEC-1 to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability therunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- No compensation shall be paid to CLEC-1 for BellSouth's receipt of CLEC-1 SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC'1s SLI, or costs on an ongoing basis to administer the release of CLEC-1 SLI, CLEC-1 shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- BellSouth shall not be liable for the content or accuracy of any SLI provided by CLEC-1 under this Agreement. CLEC-1 shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate CLEC-1 listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to CLEC-1 any complaints received by BellSouth relating to the accuracy or quality of CLEC-1 listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

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- 5.4 <u>Unlisted/Non-Published Subscribers</u>. CLEC-1 will be required to provide to BellSouth the names, addresses and telephone numbers of all CLEC-1 customers that wish to be omitted from directories.
- Inclusion of CLEC-1 Customers in Directory Assistance Database. BellSouth will include and maintain CLEC-1 subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and CLEC-1 shall provide such Directory Assistance listings at no recurring charge. BellSouth and CLEC-1 will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- Listing Information Confidentiality. BellSouth will accord CLEC-1's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to CLEC-1's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 <u>Optional Listings</u>. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 <u>Delivery.</u> BellSouth or its agent shall deliver White Pages directories to CLEC-1 subscribers at no charge or as specified in a separate BAPCO agreement.

#### 6. Bona Fide Request/New Business Request Process for Further Unbundling

If CLEC-1 is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of CLEC-1, provide to CLEC-1 access to its network elements at any technically feasible point for the provision of CLEC-1's telecommunications service where such access is necessary and failure to provide access would impair the ability of CLEC-1 to provide services that it seeks to offer. Any request by CLEC-1 for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following.

A Bona Fide Request/New Business Request shall be submitted in writing to CLEC-1's Account Manager by CLEC-1 and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include CLEC-1's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

## 7. Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 7.1 To the extent technically feasible, BellSouth maintains call detail records for CLEC-1 end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for CLEC-1 end users for the same length of time it maintains such information for its own end users.
- 7.2 CLEC-1 agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to CLEC-1 end users.

  Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- Where BellSouth is providing to CLEC-1 telecommunications services for resale or providing to CLEC-1 the local switching function, then CLEC-1 agrees that in those cases where CLEC-1 receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to CLEC-1 end users, if CLEC-1 does not have the requested information, CLEC-1 will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- In all other instances, CLEC-1 will provide CLEC-1 end user and/or other customer information that is available to CLEC-1 in response to subpoenas and court orders for their own customer records. When BellSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to CLEC-1 end users, BellSouth will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to CLEC-1.

#### 8. Liability and Indemnification

- 8.1 <u>BellSouth Liability</u>. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible CLEC-1 revenues.
- 8.2 <u>CLEC-1 Liability</u>. In the event that CLEC-1 consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of CLEC-1 under this Agreement.
- 8.3 <u>Liability for Acts or Omissions of Third Parties</u>. Neither BellSouth nor CLEC-1 shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

#### 8.4 <u>Limitation of Liability</u>.

- 8.4.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 8.4.2 <u>Limitations in Tariffs</u>. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.
- Neither BellSouth nor CLEC-1 shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.5 <u>Indemnification for Certain Claims</u>. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under

this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

8.6 <u>Disclaimer</u>. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

#### 9. Intellectual Property Rights and Indemnification

- No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. CLEC-1 is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.
- 9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.
- 9.4 <u>Claim of Infringement</u>. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns

the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 <u>Exclusive Remedy</u>. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

#### 10. Proprietary and Confidential Information

10.1 Proprietary and Confidential Information: Defined. It may be necessary for BellSouth and CLEC-1, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, , proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the Discloser's "Information"). All Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and, proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of

such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such oral or visual disclosure.

- Use and Protection of Information. Recipient shall use the Information solely for 10.2 the purpose(s) of performing this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents. "Affiliates" means any company that is owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto.
- Ownership, Copying & Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- 10.4 Exceptions. Discloser's Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provided Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to

protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

- Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
- 10.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

#### 11. Assignments

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Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

#### 12. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

#### 13. Taxes

Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or

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otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

- 13.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
- Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 13.3 <u>Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.</u>
- Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties.

  Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties.

  Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of

such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

#### 14. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

#### 15. Year 2000 Compliance

Each Party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

#### 16. Modification of Agreement

- BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to CLEC-1 any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.
- 16.2 If CLEC-1 changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of CLEC-1 to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 16.3 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 16.4 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of CLEC-1 or BellSouth to perform any material terms of this Agreement, CLEC-1 or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and

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the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 12.

If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

#### 17. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

#### 18. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

#### 19. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

#### 20. Notices

20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

#### BellSouth Telecommunications, Inc.

CLEC Account Team 9<sup>th</sup> Floor 600 North 19<sup>th</sup> Street Birmingham, Alabama 35203

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and

OT TO 1

General Attorney - COU Suite 4300 675 W. Peachtree St. Atlanta, GA 30375

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or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- Where specifically required, notices shall be by certified or registered mail.

  Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 20.3 BellSouth shall provide CLEC-1 notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale.

#### 21. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

#### 22. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

#### 23. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

#### 24. Implementation of Agreement

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If CLEC-1 is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

#### 25. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, CLEC-1 shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by CLEC-1.

#### 26. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

## This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services Local Interconnection Resale Collocation

The following services are included as options for purchase by CLEC-1. CLEC-1 shall elect said services by written request to its Account Manager if applicable.

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)

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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.	CLEC-1
Signature	Signature
Jerry D. Hendrix Name	Name
Sr. Director – Interconnection Services Title	Title
Date	Date

#### **Definitions**

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

Centralized Message Distribution System is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

**Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

**Exchange Message Interface** is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)'s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

Intermediary function is defined as the delivery of traffic from CLEC-1; a CLEC other than CLEC-1 or another telecommunications carrier through the network of BellSouth or CLEC-1 to an end user of CLEC-1; a CLEC other than CLEC-1 or another telecommunications carrier.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF:), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement.

Non-Intercompany Settlement System (NICS) is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

**Percent Local Usage (PLU)** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between CLEC-1 designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

Attachment 1

Resale

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#### RESALE

#### 1. Discount Rates

The discount rates applied to CLEC-1 purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit A. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

#### 2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the telecommunications services.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as CLEC-1 subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public
- 2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as CLEC-1, may offer resold local exchange telecommunications service.

#### 3. General Provisions

- 3.1 CLEC-1 may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the discount rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.
- 3.3 CLEC-1 may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
- 3.3.1 CLEC-1 must resell services to other end users.
- 3.3.2 CLEC-1 must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
- 3.3.3 CLEC-1 cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.4 The provision of services by BellSouth to CLEC-1 does not constitute a joint undertaking for the furnishing of any service.
- 3.5 CLEC-1 will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from CLEC-1 for said services.
- 3.6 CLEC-1 will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.
- 3.7 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

- BellSouth maintains the right to serve directly any end user within the service area of CLEC-1. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of CLEC-1.
- Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.10 Current telephone numbers may normally be retained by the end user and are assigned to the service furnished. However, neither Party nor the end user has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.11 For the purpose of the resale of BellSouth's telecommunications services by CLEC-1, BellSouth will provide CLEC-1 with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. CLEC-1 acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that CLEC-1 cancel its reservations of numbers. CLEC-1 shall comply with such request.
- Further, upon CLEC-1's request, and for the purpose of the resale of BellSouth's telecommunications services by CLEC-1, BellSouth will reserve up to 100 telephone numbers per CLLIC, for CLEC-1's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. CLEC-1 acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of CLEC-1's reasonable need in that particular CLLIC.
- 3.13 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.14 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.15 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

- BellSouth accepts no responsibility to any person for any unlawful act committed by CLEC-1 or its end users as part of providing service to CLEC-1 for purposes of resale or otherwise.
- 3.17 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users, pursuant to Section 7 of the General Terms and Conditions
- 3.18 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
- 3.18.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service; or
- 3.18.2 Cause damage to BellSouth's plant;
- 3.18.3 Impair the privacy of any communications; or
- 3.18.4 Create hazards to any BellSouth employees or the public.
- 3.19 If CLEC-1 utilizes a BellSouth resold telecommunications service in a manner other than which the service was originally intended as described in BellSouth's retail tariffs, CLEC-1 has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- Facilities and/or equipment utilized by BellSouth to provide service to CLEC-1 remain the property of BellSouth.
- 3.21 White page directory listings will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.22 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, CLEC-1 shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth CLEC-1 shall provide paper copies of customer record information within a reasonable period of time by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that CLEC-1 and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

- All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.
- 3.24 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
  - Simplified Message Desk Interface Enhanced ("SMDI-E")
  - Simplified Message Desk Interface ("SMDI")
  - Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
  - Call Forward on Busy ("CF/B")
  - Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

- 3.24.1 BellSouth shall provide branding for, or shall unbrand, voice mail services to CLEC-1 per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.
- 3.25 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.26 If CLEC-1 requires a special assembly CLEC-1 agrees to pay the costs incurred by BellSouth for providing the requested special assembly. The costs will be provided to CLEC-1 prior to providing the service. Such costs could include both recurring and non-recurring charges and shall exclude any cost attributable to any marketing ,billing collection or other costs that will be avoided by BellSouth in providing service to CLEC-1.
- Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge is not discounted.
- BellSouth shall provide 911/E911 for CLEC-1 customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate CLEC-1 customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the CLEC-1

- customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.29 Pursuant to 47 CFR Section 51.617, BellSouth will bill CLEC-1 end users common line charges identical to the end user common line charges BellSouth bills its end users.

#### 4. BellSouth's Provision of Services to CLEC-1

- 4.1 CLEC-1 agrees that its resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by CLEC-1 to establish authenticity of use. Such audit shall not occur more than once in a calendar year. CLEC-1 shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.
- 4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month), shall not be aggregated across multiple resold services.
- 4.3 CLEC-1 may resell services only within the specific resale service area as defined in its certificate.
- 4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

#### 5. Maintenance of Services

5.1 CLEC-1 will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

- 5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 CLEC-1 or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.4 CLEC-1 accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 CLEC-1 will be BellSouth's single point of contact for all repair calls on behalf of CLEC-1's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.6 CLEC-1 will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.7 For all repair requests, CLEC-1 accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- BellSouth will bill CLEC-1 for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.9 BellSouth reserves the right to contact CLEC-1's end users, if deemed necessary, for maintenance purposes.

#### 6. Establishment of Service

- After receiving certification as a local exchange company from the appropriate regulatory agency, CLEC-1 will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for CLEC-1's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.
- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from CLEC-1 that a current end user of BellSouth will subscribe to CLEC-1's service, standard service order intervals for the appropriate class of service will apply.

- 6.4 BellSouth will not require end user confirmation prior to establishing service for CLEC-1's end user customer. CLEC-1 must, however, be able to demonstrate end user authorization upon request.
- 6.5 CLEC-1 will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from CLEC-1 to BellSouth or will accept a request from another CLEC for conversion of the end user's service from CLEC-1 to the other LEC. BellSouth will notify CLEC-1 that such a request has been processed.
- 6.6 If BellSouth determines that an unauthorized change in local service to CLEC-1 has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess CLEC-1 as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to CLEC-1. These charges can be adjusted if CLEC-1 provides satisfactory proof of authorization.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves CLEC-1 from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that CLEC-1 defaults on its account, service to CLEC-1 will be terminated and any security deposits held will be applied to its account.

6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

#### 7. Payment And Billing Arrangements

- Prior to submitting orders to BellSouth for local service, a master account must be established for CLEC-1. CLEC-1 is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill CLEC-1 on a current basis all applicable charges and credits.
- Payment of all charges will be the responsibility of CLEC-1. CLEC-1 shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by CLEC-1 from CLEC-1's end user. BellSouth will not become involved in billing disputes that may arise between CLEC-1 and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 7.4 BellSouth will render bills each month on established bill days for each of CLEC-1's accounts.
- 7.5 BellSouth will bill CLEC-1 in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill CLEC-1, and CLEC-1 will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.
  - 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
  - 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.
  - 7.6.2 If CLEC-1 requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to CLEC-1.

#### 7.6.3 Billing Disputes

- 7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
- 7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution
- 7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.
- 7.7 Upon proof of tax exempt certification from CLEC-1, the total amount billed to CLEC-1 will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. CLEC-1 will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to CLEC-1's end user.
- 7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill

basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff. CLEC-1 will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.

- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to CLEC-1
- 7.10 BellSouth will not perform billing and collection services for CLEC-1 as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.11 In general, BellSouth will not become involved in disputes between CLEC-1 and CLEC-1's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, CLEC-1 shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with CLEC-1 to resolve the matter in as timely a manner as possible. CLEC-1 may be required to submit documentation to substantiate the claim.

#### 8. Discontinuance of Service

- 8.1 The procedures for discontinuing service to an end user are as follows:
- Where possible, BellSouth will deny service to CLEC-1's end user on behalf of, and at the request of, CLEC-1. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of CLEC-1.
- 8.1.2 At the request of CLEC-1, BellSouth will disconnect a CLEC-1 end user customer.
- 8.1.3 All requests by CLEC-1 for denial or disconnection of an end user for nonpayment must be in writing.
- 8.1.4 CLEC-1 will be made solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise CLEC-1 when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by CLEC-1 and/or the end user against any claim, loss or damage arising from providing this information to CLEC-1. It is the responsibility of CLEC-1 to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service

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from an end user or an end user's CLEC at the same address served by the denied facility.

- 8.2 The procedures for discontinuing service to CLEC-1 are as follows:
- 8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by CLEC-1 of the rules and regulations of BellSouth's Tariffs.
- 8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to CLEC-1, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by CLEC-1 to receive notices of noncompliance, and discontinue the provision of existing services to CLEC-1 at any time thereafter.
- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and CLEC-1's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to CLEC-1 without further notice.
- 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, CLEC-1's services will be discontinued. Upon discontinuance of service on a CLEC-1's account, service to CLEC-1's end users will be denied. BellSouth will also reestablish service at the request of the end user or CLEC-1 upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. CLEC-1 is solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.
- 9. Line Information Database (LIDB)
- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.
- 9.2 BellSouth will provide LIDB Storage upon written request to CLEC-1 Account Manager stating requested activation date.

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#### 10. RAO Hosting

- The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.
- 10.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

#### 11. Optional Daily Usage File (ODUF)

- 11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.
- BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

#### 12. Enhanced Optional Daily Usage File (EODUF)

- 12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit F. Rates for EODUF are as set forth in Exhibit H of this Attachment.
- BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

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#### APPLICABLE DISCOUNTS

The telecommunications services available for purchase by CLEC-1 for the purposes of resale to CLEC-1 end users shall be available at the following discount off of the retail rate. If CLEC-1 cancels an order for telecommunications services for the purpose of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the GSST and the PLST.

DISCOUNT	Γ*	×
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STATE	RESIDENCE	BUSINESS	<u>CSAs***</u>
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

- \* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- \*\* In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- \*\*\* Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

#### OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which CLEC-1 may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOMEC	SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

#### Denial/Restoral OSS Charge

In the event CLEC-1 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

#### Cancellation OSS Charge

CLEC-1 will incur an OSS charge for an accepted LSR that is later canceled by CLEC-1.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

#### Threshold Billing Plan

The Parties agree that CLEC-1 will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

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EXHIBIT B

Exclusions and Limitations On Services Available for Resale

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Type of Service	1 y pe 10 oct 1		1 Grandfathered	Services (Note 1)	2 Contract Service	Arrangements	3 Promotions - > 90	Days(Note 2)	4 Promotions - < 90	Days (Note 2)	5  Lifeline/Link Up	Services	6 911/E911 Services	7 N11 Services	8 AdWatch <sup>SM</sup> Svc (See	Note 6)	9 MemoryCall®	Service	10 Mobile Services	11 Federal Subscriber	12 Non-Recurring	Charges	13 End User Line	Charge - Number	Portability	14 Public Telephone	Access Service

# On Services Available for Resale **Exclusions and Limitations**

# Applicable

Notes:

- Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly. -: 4 6
  - In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
    - (a) the stated tariff rate, less the wholesale discount;
- Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
  - A3 and A4 of the BellSouth General Subscriber Services Tariff. 4
    - Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas. ە. م
      - AdWatch<sup>SM</sup> Service is tariffed as BellSouth AIN Virtual Number Call Detail Service.

### LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

#### I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of CLEC-1 and pursuant to which BellSouth, its LIDB customers and CLEC-1 shall have access to such information. CLEC-1 understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of CLEC-1, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
  - 1. Billed Number Screening
  - 2. Calling Card Validation
  - 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify CLEC-1 of fraud alerts so that CLEC-1 may take action it deems appropriate. CLEC-1 understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by CLEC-1 pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to CLEC-1 for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

CLEC-1 understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. CLEC-1 further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, CLEC-1 understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on CLEC-1's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate CLEC-1's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) CLEC-1 agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for CLEC-1's end user accounts which are resident in LIDB pursuant to this Agreement. CLEC-1 authorizes BellSouth to place such charges on CLEC-1's bill from BellSouth and agrees that it shall pay all such charges. Charges for which CLEC-1 hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) CLEC-1 shall have the responsibility to render a billing statement to its end users for these charges, but CLEC-1's obligation to pay BellSouth for the charges billed shall be independent of whether CLEC-1 is able or not to collect from CLEC-1's end users.
- (d) BellSouth shall not become involved in any disputes between CLEC-1 and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to CLEC-1. It shall be the responsibility of CLEC-1 and the other entity to negotiate and arrange for any appropriate adjustments.

#### II. TERM

This Agreement will be effective as of \_\_\_\_\_\_, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

#### III. FEES FOR SERVICE AND TAXES

- A. CLEC-1 will not be charged a fee for storage services provided by BellSouth to CLEC-1, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by CLEC-1. CLEC-1 shall have the right to have BellSouth contest with the imposing jurisdiction, at CLEC-1's expense, any such taxes that CLEC-1 deems are improperly levied.

#### IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this

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Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

#### V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

#### VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and CLEC-1 further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.
- D. This Agreement constitutes the entire Agreement between CLEC-1 and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

#### RESALE ADDENDUM TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

	s is a Resale Addendum to the Line Information Data Base Storage Agreement dated, 2000, between BellSouth Telecommunications, Inc.
("BellSo	uth"), and CLEC-1 ("CLEC-1"), effective the day of, 2000.
I.	GENERAL
	This Addendum sets forth the terms and conditions for CLEC-1's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by CLEC-1, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.
II.	DEFINITIONS
A.	Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
В.	Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
C.	Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
D.	Calling Card number - a billing number plus PIN number assigned by BellSouth.
E.	PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
F.	Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the CLEC-1.

Billed Number Screening - refers to the activity of determining whether a toll billing

Calling Card Validation - refers to the activity of determining whether a particular

exception indicator is present for a particular billing number.

calling card number exists as stated or otherwise provided by a caller.

Version: 1Q00 6/2/00

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I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the CLEC-1.

# III. RESPONSIBILITIES OF PARTIES

- A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The CLEC-1 will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of CLEC-1. BellSouth will not issue line-based calling cards in the name of CLEC-1's individual end users. In the event that CLEC-1 wants to include calling card numbers assigned by the CLEC-1 in the BellSouth LIDB, a separate agreement is required.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
- 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
- 2. Determine whether the CLEC-1 has identified the billing number as one which should not be billed for collect or third number calls, or both.

### **RAO Hosting**

- 1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to CLEC-1 by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- CLEC-1 shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3. Applicable compensation amounts will be billed by BellSouth to CLEC-1 on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4. CLEC-1 must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from CLEC-1 to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of CLEC-1 and will coordinate all associated conversion activities.
- 5. BellSouth will receive messages from CLEC-1 that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 6. BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from CLEC-1.
- 7. All data received from CLEC-1 that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 8. All data received from CLEC-1 that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- BellSouth will receive messages from the CMDS network that are destined to be processed by CLEC-1 and will forward them to CLEC-1 on a daily basis.

- 10. Transmission of message data between BellSouth and CLEC-1 will be via CONNECT:Direct.
- 11. All messages and related data exchanged between BellSouth and CLEC-1 will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 12. CLEC-1 will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 13. Should it become necessary for CLEC-1 to send data to BellSouth more than sixty (60) days past the message date(s), CLEC-1 will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and CLEC-1 to notify all affected Parties.
- In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or CLEC-1) identified and agreed to, the company responsible for creating the data (BellSouth or CLEC-1) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 15. Should an error be detected by the EMI format edits performed by BellSouth on data received from CLEC-1, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify CLEC-1 of the error condition. CLEC-1 will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, CLEC-1 will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 16. In association with message distribution service, BellSouth will provide CLEC-1 with associated intercompany settlements reports (CATS and NICS) as appropriate.

- 17. In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
- 18. RAO Compensation
- 18.1 Rates for message distribution service provided by BellSouth for CLEC-1 are as set forth in Exhibit A to this Attachment.
- 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
- Data circuits (private line or dial-up) will be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- All equipment, including modems and software, that is required on the CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.
- 19. <u>Intercompany Settlements Messages</u>
- This Section addresses the settlement of revenues associated with traffic originated from or billed by CLEC-1 as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between CLEC-1 and the involved company(ies), unless that company is participating in NICS.
- Both traffic that originates outside the BellSouth region by CLEC-1 and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by CLEC-1, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by CLEC-1, involves a company other than CLEC-1, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

- Once CLEC-1 is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of CLEC-1. BellSouth will distribute copies of these reports to CLEC-1 on a monthly basis.
- BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of CLEC-1. BellSouth will distribute copies of these reports to CLEC-1 on a monthly basis.
- BellSouth will collect the revenue earned by CLEC-1 from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of CLEC-1. BellSouth will remit the revenue billed by CLEC-1 to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on CLEC-1. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to CLEC-1 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- BellSouth will collect the revenue earned by CLEC-1 within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of CLEC-1. BellSouth will remit the revenue billed by CLEC-1 within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to CLEC-1 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and CLEC-1 agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

### Optional Daily Usage File

- 1. Upon written request from CLEC-1, BellSouth will provide the Optional Daily Usage File (ODUF) service to CLEC-1 pursuant to the terms and conditions set forth in this section.
- 2. CLEC-1 shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a CLEC-1 customer.

Charges for delivery of the Optional Daily Usage File will appear on CLEC-1s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

- 4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- Messages that error in CLEC-1's billing system will be the responsibility of CLEC-1. If, however, CLEC-1 should encounter significant volumes of errored messages that prevent processing by CLEC-1 within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.
- 6. The following specifications shall apply to the Optional Daily Usage Feed.
- 6.1 <u>Usage To Be Transmitted</u>
- 6.1.1 The following messages recorded by BellSouth will be transmitted to CLEC-1:
  - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
  - Measured billable Local
  - Directory Assistance messages
  - IntraLATA Toll
  - WATS & 800 Service
  - N11

- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service
- Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to CLEC-1.
- In the event that CLEC-1 detects a duplicate on Optional Daily Usage File they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 will not return the duplicate to BellSouth).
- 6.2 <u>Physical File Characteristics</u>
- 6.2.1 The Optional Daily Usage File will be distributed to CLEC-1 via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- Data circuits (private line or dial-up) may be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that

is required on CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

### 6.3 Packing Specifications

- 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

# THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

### 6.4 Pack Rejection

6.4.1 CLEC-1 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. CLEC-1 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC-1 by BellSouth.

# 6.5 <u>Control Data</u>

CLEC-1 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC-1 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CLEC-1 for reasons stated in the above section.

### 6.6 Testing

Upon request from CLEC-1, BellSouth shall send test files to CLEC-1 for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that CLEC-1 set up a production (LIVE) file. The live test may consist of CLEC-1's employees making test calls for the types of services CLEC-1 requests on the Optional Daily Usage File. These test calls are logged by CLEC-1, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

# **Enhanced Optional Daily Usage File**

- 1. Upon written request from CLEC-1, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to CLEC-1 pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 2. The CLEC-1 shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
- 3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
- Charges for delivery of the Enhanced Optional Daily Usage File will appear on CLEC-1s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6. Messages that error in the billing system of CLEC-1 will be the responsibility of CLEC-1. If, however, CLEC-1 should encounter significant volumes of errored messages that prevent processing by CLEC-1 within its systems, BellSouth will work with CLEC-1 to determine the source of the errors and the appropriate resolution.
- 7. The following specifications shall apply to the Optional Daily Usage Feed.
- 7.1 <u>Usage To Be Transmitted</u>
- 7.1.1 The following messages recorded by BellSouth will be transmitted to CLEC-1:

Customer usage data for flat rated local call originating from CLEC-1's end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to CLEC-1.
- 7.1.3 In the event that CLEC-1 detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 will not return the duplicate to BellSouth).

# 7.2 <u>Physical File Characteristics</u>

- 7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to CLEC-1 over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among CLEC-1's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- Data circuits (private line or dial-up) may be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on CLEC-1's end for the purpose of data transmission will be the responsibility of CLEC-1.

# 7.3 Packing Specifications

- 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

# THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

Attachment 1 Exhibit G Rates - Page 1

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BELLSOUTHICLEC-1 RATES ODUF/EDOUF/CMDS

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NOTES: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BeliSouth tariff or as negotiated by the parties upon request by either party.

# Attachment 2

**Network Elements and Other Services** 

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# ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

#### 1. Introduction

- 1.1. This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to CLEC-1 in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit A of this Agreement. As an option, deaveraged rates, where available, are included in Exhibit A. Where deaveraged rates are available, CLEC-1 is required to choose either deaveraged rates, which are zone specific, or statewide rates.
- 1.2. For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements will be consistent with the requirements of the FCC 319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
- 1.2.1. Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or request for the use of the network elements or combinations that would impair the ability of CLEC-1 to offer telecommunications service in the manner CLEC-1 intends.
- 1.2.2. Except upon request by CLEC-1, BellSouth shall not separate requested network elements that BellSouth currently combines.
- 1.2.2.1. Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location.
- 1.3. BellSouth shall, upon request of CLEC-1, and to the extent technically feasible, provide to CLEC-1 access to its network elements for the provision of CLEC-1's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4. CLEC-1 may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner CLEC-1 chooses to provide telecommunication services to its intended users, including recreating

existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by CLEC-1 for combining to the designated CLEC-1 collocation space. The network elements shall be provided as set forth in this Attachment.

- 1.5. Subject to applicable and effective FCC Rules and Orders as well as effective State Commission Orders, BellSouth will offer combinations of network elements pursuant to such orders. BellSouth will provide the following combined network elements for purchase by CLEC-1. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:
  - SL2 loop and cross connect
  - Port and cross connect
  - Port and cross connect and common (shared) transport
  - Port and vertical features
  - SL2 Loop with loop concentration
  - Port and common (shared) transport
  - SL2 Loop and LNP
- 1.6. BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.7. In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.8. CLEC-1 will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
- 1.9. Standards for Network Elements
- 1.9.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the

- extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.9.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.
- 2. Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.

### 2.1 Unbundled Loops

- 2.1.1 <u>Definition</u>
- 2.1.2 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning. The loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.
- 2.1.3 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.
- 2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination Time Specific."
- 2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and CLEC-1 advised.
- 2.1.6 "Order Coordination Time Specific" refers to service order coordination in which CLEC-1 requests a specific time for a service order conversion to take place. Loops

on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. CLEC-1 may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If CLEC-1 specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

- Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by CLEC-1, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5.1.1, will apply. If CLEC-1 cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4.
- 2.1.8 If CLEC-1 modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by CLEC-1.
- 2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels Service Level One (SL1) and Service Level Two (SL2).
- 2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If CLEC-1 requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.11 SL2 loops shall have test points, with or without conditioning, will be designed with a design layout record provided to CLEC-1, and will be provided with OC. The OC feature will allow CLEC-1 to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

- 2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).
- As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer Order Coordination Time Specific (OC-TS). This will allow CLEC-1 the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.1.14 CLEC-1 will be responsible for testing and isolating troubles on the loops. Once CLEC-1 has isolated a trouble to the BellSouth provided loop, CLEC-1 will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.1.15 If CLEC-1 reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge CLEC-1 for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.16 If CLEC-1 reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge CLEC-1 for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when a CLEC wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.
- 2.1.18 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination Time Specific (OC-TS) will not be offered on UCLs.
- 2.1.19 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. CLEC-1 may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal

- equipment of CLEC-1's choosing. CLEC-1 will determine the type of service that will be provided over the loop.
- 2.1.20 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
- 2.1.21 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.
- 2.1.22 <u>Technical Requirements</u>
- 2.1.22.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet CLEC-1's request.
- 2.1.22.2 CLEC-1 will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.1.22.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by CLEC-1 will be consistent with industry standards and BellSouth's TR73600.
- 2.1.22.4 CLEC-1 may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if CLEC-1 orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by CLEC-1 using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.1.22.5 In some instances, CLEC-1 will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that CLEC-1 can use the loop for a variety of services by attaching

appropriate terminal equipment at the ends. CLEC-1 will determine the type of service that will be provided over the loop. In some cases, CLEC-1 may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities.

- 2.1.22.6 In cases in which CLEC-1 has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.
- 2.1.22.7 CLEC-1, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to CLEC-1's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. CLEC-1 will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.
- 2.1.22.8 In addition, CLEC-1 recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that CLEC-1 has placed on the loop. If this occurs, BellSouth will work cooperatively with CLEC-1 to restore the circuit to its previous modified status as quickly as possible. CLEC-1 will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.
- 2.1.22.9 The loop shall be provided to CLEC-1 in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

# 2.2 Loop Conditioning

- 2.2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by CLEC-1, whether or not BellSouth offers advanced services to the End User on that loop.
- Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

2.2.3 BellSouth shall recover the cost of line conditioning requested by CLEC-1 through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).

# 2.3. Integrated Digital Loop Carriers

Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit CLEC-1 to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide CLEC-1 with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. CLEC-1 will then have the option of paying the one-time SC rates to place the loop facilities or CLEC-1 may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

### 2.4 Network Interface Device

### 2.4.1 Definition

The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

- 2.4.2. BellSouth shall permit CLEC-1 to connect CLEC-1's loop facilities to on-premises wiring through the BellSouth NID or at any other technically feasible point.
- 2.4.3 Access to Network Interface Device (NID)
- 2.4.3.1. Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), CLEC-1 may access the on-premises wiring by any of the following means: BellSouth shall allow CLEC-1 to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. CLEC-1 agrees to install compatible protectors and test jacks and to

- maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 8 of the General Terms and Conditions of this Agreement.
- 2.4.3.2. Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or
- 2.4.3.3. Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.4.3.4. Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., CLEC-1, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 2.4.3.5. In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors, without state regulatory requirement, without providing prior notice to the other Party, and without appropriately capping off and guarding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop, maintain the NID, and assume full liability for its action and any adverse consequences.
- 2.4.3.6. In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.4.3.7. In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.4.3.8. Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with CLEC-1 to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.
- 2.4.4 <u>Technical Requirements</u>
- 2.4.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to CLEC-1's NID, consistent with the NID's function at the Effective Date of this Agreement.

- 2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. CLEC-1 may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8.
- 2.4.4.4 When CLEC-1 deploys its own local loops with respect to multiple-line termination devices, CLEC-1 shall specify the quantity of NIDs connections that it requires within such device.
- 2.4.5 <u>Interface Requirements</u>
- 2.4.5.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

# 2.5 Unbundled Loop Concentration (ULC) System

- 2.5.1 BellSouth will provide to CLEC-1 Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to CLEC-1 at CLEC-1's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

# 2.6 Sub-loop Elements

- Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL), Unbundled Subloop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and section 251(c) (3) of the Act, to the subloop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.
- 2.6.2 Subloop components include but are not limited to the following:

- 2.6.2.1 Unbundled Sub-Loop Distribution;
- 2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and
- 2.6.2.3 Unbundled Network Terminating Wire; and
- 2.6.2.4 Unbundled Sub-Loop Feeder.

# 2.6.3 Unbundled Sub-Loop (distribution facilities)

- 2.6.3.1 Definition
- 2.6.3.2 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. There are two offerings available for Unbundled Sub-Loops (USL):
- 2.6.3.3 Unbundled Sub-Loop Distribution (USL-D) will include the sub-loop facility from the cross-box in the field up to and including the point of demarcation.
- 2.6.3.4 BellSouth will also provide sub-loop interconnection to the intrabuilding network cable (INC) (riser cable). INC is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC (riser cable) will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.
- 2.6.4. Requirements for Unbundled Sub-Loop Distribution Facilities
- 2.6.4.1 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services. The Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.6.4.2 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, CLEC-1 would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide

continuity to CLEC-1's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. CLEC-1's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.

- 2.6.4.3 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where CLEC-1 has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in the next section 2.6.4.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.6.4.4) to accommodate CLEC-1's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. CLEC-1 will then have the option of paying the one-time SC charge to modify the facilities to meet CLEC-1's request.
- 2.6.4.4 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.
- 2.6.5 <u>Interface Requirements</u>
- 2.6.5.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.
- 2.6.6 Unbundled Sub-Loop Concentration System (USLC)
- 2.6.6.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to CLEC-1 with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into CLEC-1's collocation space. TR-008 and TR303 interface standards are available.

- USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of CLEC-1's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of CLEC-1's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
- 2.6.6.3 In these scenarios CLEC-1 would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow CLEC-1's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.
- 2.6.7 Unbundled Network Terminating Wire (UNTW)
- 2.6.7.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to CLEC-1 pursuant to the following terms and conditions at rates as set forth in this Attachment.
- 2.6.7.2 <u>Definition</u>
- 2.6.7.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation.
- 2.6.7.3 Requirements
- 2.6.7.3.1 BellSouth will offer spare pairs that are available to an end user's premises to CLEC1. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of CLEC1's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to CLEC-1. If after BellSouth has relinquished the first pair to CLEC-1 and the end user decides to change local service providers to BellSouth, CLEC-1 will relinquish the first pair back to BellSouth.

- 2.6.7.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, CLEC-1 agrees to surrender their spare pair(s) upon request by BellSouth.
- 2.6.7.3.3 If an end user of CLEC-1 desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then CLEC-1 agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.
- 2.6.7.3.4 If CLEC-1 has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to CLEC-1's NTW to provide local exchange service to the end user, then CLEC-1 agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.
- 2.6.7.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the CLEC.

#### 2.6.8 Technical Requirements

2.6.8.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for CLEC access to BellSouth's NTW. The SPOI will be installed either near BellSouth's garden terminal or wiring closet. CLEC-1 will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. CLEC-1 will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

#### 2.7 Dark Fiber

#### 2.7.1 Defintion

Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

#### 2.7.2 Requirements

2.7.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If

BellSouth has plans to use the fiber within a two -year planning period, there is no requirement to provide said fiber to CLEC-1.

- 2.7.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at CLEC-1's request subject to time and materials charges.
- 2.7.2.3 CLEC-1 may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 2.7.2.4 BellSouth shall use its best efforts to provide to CLEC-1 information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from CLEC-1 ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for CLEC-1's use and may not allow any other party to use such media, including BellSouth.
- 2.7.2.5 BellSouth shall use its best efforts to make Dark Fiber available to CLEC-1 within thirty (30) business days after it receives written confirmation from CLEC-1 that the Dark Fiber previously deemed available by BellSouth is wanted for use by CLEC-1. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable CLEC-1 to connect or splice CLEC-1 provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 2.7.2.6 Dark Fiber shall meet the manufacturer's design specifications.
- 2.7.2.7 CLEC-1 may splice and test Dark Fiber obtained from BellSouth using CLEC-1 or CLEC-1 designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

#### 2.8 Rates

The prices that CLEC-1 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

### 2.9 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which CLEC-1 may submit LSRs electronically.

LENS Local Exchange Navigation System
EDI Electronic Data Interchange
TAG Telecommunications Access Gateway

2.9.1 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMEC	SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS	See applicable rate element	\$19.99
interactive interfaces		SOMAN

#### 2.9.2 Denial/Restoral OSS Charge

In the event CLEC-1 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

### 2.9.3 <u>Cancellation OSS Charge</u>

CLEC-1 will incur an OSS charge for an accepted LSR that is later canceled by CLEC-1.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

### 2.9.4 Network Elements and Other Services Manual Additive

2.9.4.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit A.

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#### 3. Switching

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

### 3.1 Local Switching

BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.3 to CLEC-1 for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to CLEC-1 for the provision of a telecommunications service only in the limited circumstance described below in Section 3.3.4.6.

- 3.1.1. Except as otherwise provided herein, BellSouth shall not impose any restrictions on CLEC-1 regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.
- 3.1.2. Local Circuit Switching Capability, including Tandem Switching Capability

#### 3.1.2.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

3.1.2.2 When utilizing BellSouth's local circuit switching capability, local traffic shall be defined as set forth in Part B of the General Terms and Conditions.

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- 3.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for CLEC-1 when CLEC-1 serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 3.1.4 In the event that CLEC-1 orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office listed on Exhibit A, BellSouth's sole recourse shall be to charge CLEC-1 a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge CLEC-1 the local services resale rate for use of all Combinations used to provide the affected facilities to CLEC-1.
- 3.1.5 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by CLEC-1. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 3.1.6 BellSouth will provide to CLEC-1 customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; (iii) for CLEC-1's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by CLEC-1. CLEC-1 customers may use the same dialing arrangements as BellSouth customers.
- 3.1.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 3.1.8 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.
- Where required to do so in order to comply with an effective Commission order,
  BellSouth will provide to CLEC-1 purchasing local BellSouth switching and reselling
  BellSouth local exchange service under Attachment 1, selective routing of calls to a
  requested directory assistance services platform or operator services platform. CLEC-

1 customers may use the same dialing arrangements as BellSouth customers, but obtain a CLEC-1 branded service.

### 3.2 <u>Technical Requirements</u>

- 3.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 3.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 3.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 3.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by CLEC-1 will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
- 3.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 3.2.1.5 BellSouth shall activate service for an CLEC-1 customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to CLEC-1's services without loss of switch feature functionality as defined in this Agreement.
- 3.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 3.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 3.2.1.8 BellSouth shall control congestion points such as those caused by radio station callins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 3.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 3.2.1.10 Special Services provided by BellSouth will include the following:

- 3.2.1.10.1 Telephone Service Prioritization;
- 3.2.1.10.2 Related services for handicapped;
- 3.2.1.10.3 Soft dial tone where required by law; and
- 3.2.1.10.4 Any other service required by law.
- 3.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 3.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 3.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to CLEC-1, upon a reasonable request from CLEC-1. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 3.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
- 3.2.1.14.1 Basic and primary rate ISDN:
- 3.2.1.14.2 Residential features:
- 3.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
- 3.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
- 3.2.1.14.5 Advanced intelligent network triggers supporting CLEC-1 and BellSouth service applications.
- 3.2.2 BellSouth shall offer to CLEC-1 all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
- 3.2.2.1 Off-Hook Immediate
- 3.2.2.2 Off-Hook Delay

3.2.2.3	Termination Attempt
3.2.2.4	6/10 Public Office Dialing Plan
3.2.2.5	Feature Code Dialing
3.2.2.6	Customer Dialing Plan
3.2.3	When the following triggers are supported by BellSouth, BellSouth will make these triggers available to CLEC-1:
3.2.3.1	Private EAMF Trunk
3.2.3.2	Shared Interoffice Trunk (EAMF, SS7)
3.2.3.3	N11
3.2.3.4	Automatic Route Selection
3.2.4	Where capacity exists, BellSouth shall assign each CLEC-1 customer line the class of service designated by CLEC-1 (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from CLEC-1 customers to CLEC-1 directory assistance operators at CLEC-1's option.
3.2.5	Where capacity exists, BellSouth shall assign each CLEC-1 customer line the class of services designated by CLEC-1 (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from CLEC-1 customers to CLEC-1 operators at CLEC-1's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an CLEC-1 Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
3.2.6	Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.
3.2.7	Interface Requirements
3.2.7.1	BellSouth shall provide the following interfaces to loops:
3.2.7.1.1	Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
3.2.7.1.2	Coin phone signaling:

- 3.2.7.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.2.7.1.4 Two-wire analog interface to PBX;
- 3.2.7.1.5 Four-wire analog interface to PBX;
- 3.2.7.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 3.2.7.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.2.7.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 3.2.7.1.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 3.2.7.2 BellSouth shall provide access to the following but not limited to:
- 3.2.7.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by CLEC-1;
- 3.2.7.2.2 Interface to CLEC-1 operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 3.2.7.2.3 Interface to CLEC-1 Directory Assistance Services through the CLEC-1 switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other CLEC-1 required access to interexchange carriers as requested through appropriate trunk interfaces.

### 3.3 Tandem Switching

#### 3.3.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

### 3.3.2 Technical Requirements

3.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

- 3.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 3.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by CLEC-1 and BellSouth;
- 3.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
- 3.3.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by CLEC-1;
- 3.3.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 3.3.2.1.5.1 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 3.3.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 3.3.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 3.3.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 3.3.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 3.3.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by CLEC-1. Tandem Switching will provide recording of all billable events as jointly agreed to by CLEC-1 and BellSouth.
- 3.3.2.1.10 Upon a reasonable request from CLEC-1, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to CLEC-1.
- 3.3.2.1.11 BellSouth shall maintain CLEC-1's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

- 3.3.2.1.12 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 3.3.2.1.13 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by CLEC-1 and BellSouth.
- 3.3.2.1.14 Tandem Switching shall process originating toll-free traffic received from CLEC-1's local switch.
- 3.3.2.1.15 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 3.3.2.2 Interface Requirements
- 3.3.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 3.3.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 3.3.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 3.3.2.2.4 Tandem Switching shall interconnect with CLEC-1's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At CLEC-1's request, Tandem Switching shall record and keep records of traffic for billing.
- 3.3.2.2.5 Tandem Switching shall provide an alternate final routing pattern for CLEC-1's traffic overflowing from direct end office high usage trunk groups.
- 3.3.2.2.6 Tandem Switching shall be equal or better than the requirements for Tandem Switching set forth in the applicable technical references.
- 3.4 AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers

- 3.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of CLEC-1. AIN Selective Carrier Routing will provide CLEC-1 with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 3.4.2 CLEC-1 shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 3.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 3.4.4 Where AIN Selective Carrier Routing is utilized by CLEC-1, the routing of CLEC-1's end user calls shall be pursuant to information provided by CLEC-1 and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 3.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, CLEC-1 shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit A of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment. For each CLEC-1 end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. CLEC-1 shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit A of this Attachment.
- 3.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request Form B, AIN\_SCR Central Office Identification Form Form C, AIN\_SCR Routing Options Selection Form Form D, and Routing Combinations Table Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

- 3.4.7 The non-recurring End Office Establishment Charge will be billed to the client following our normal monthly billing cycle for this type of order.
- 3.4.8 End-User Establishment Orders will not be turned-up until the 2<sup>nd</sup> payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following our normal monthly billing cycle for this type of order.
- 3.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.
- 3.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed according per contracted rates.

# 3.5 Packet Switching Capability

# 3.5.1 <u>Definition</u>

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Mulitplexers, including but not limited to:

- 3.5.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 3.5.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 3.5.4 The ability to extract data units from the data channels on the loops, and
- 3.5.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 3.5.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
- 3.5.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

- 3.5.6.2 There are no spare copper loops capable of supporting the xDSL services CLEC-1 seeks to offer;
- 3.5.6.3 BellSouth has not permitted CLEC-1 to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the CLEC-1 obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and
- 3.5.6.4 BellSouth has deployed packet switching capability for its own use.
- 3.5.7 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according tot the dispute resolution process set forth in Section of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

# 3.6 Interoffice Transmission Facilities

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to CLEC-1 for the provision of a telecommunications service.

#### 3.7 Rates

The prices that CLEC-1 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

## 3.8 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which CLEC-1 may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMEC	SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS	See applicable rate element	\$19.99
interactive interfaces		SOMAN

# 3.8.2 <u>Denial/Restoral OSS Charge</u>

In the event CLEC-1 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

# 3.8.3 <u>Cancellation OSS Charge</u>

CLEC-1 will incur an OSS charge for an accepted LSR that is later canceled by CLEC-1.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

# 3.8.4 Network Elements and Other Services Manual Additive

3.8.4.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit A.

# 4. Enhanced Extended Link (EEL)

4.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, BellSouth shall offer access to the Enhanced Extended Link ("EEL") as defined in Section 4.3 below.

## 4.2 Definition

- 4.2.1 For purposes of this Amendment, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.
- 4.2.2 BellSouth will provide access to the Enhanced Extended Link ("EEL") in the combinations set forth in 4.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC and then connected to the CLEC-1's POP serving wire center. The circuit must be connected to the CLEC-1's circuit switch for the purpose of provisioning circuit switched telephone exchange service to the CLEC-1's end-user customers. This can be done either in the collocation space at the POP SWC, or by using BellSouth's access facilities between the CLEC-1's POP and CLEC-1's collocation space at the POP SWC.
- 4.2.3 BellSouth shall provide combinations of loops and transport to CLEC-1 in Georgia regardless of whether or not such combinations of loops and transport are Currently Combined. Other combinations of network elements that are not Currently Combined but that BellSouth ordinarily combines in its network shall be made available to CLEC-1 in Georgia in accordance with Section 4.5.1.3 below. In all other states, BellSouth shall make available to CLEC-1 those EEL combinations and transport described in Section 4.3 below only to the extent such combinations of loop and transport network elements are Currently Combined. BellSouth will make available new combinations of loops and transport network elements in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to CLEC-1. Except as stated above, other combinations of network elements will be provided to CLEC-1 only to the extent such network elements are Currently Combined.
- 4.2.4 Additionally, there may be instances wherein CLEC-1 will require multiplexing functionality. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs when the customer utilizes special access interoffice facilities. Multiplexing will be

provided pursuant to the interconnection agreement when unbundled network elements are used for interoffice transport.

- 4.3 <u>EEL Combinations</u>
- 4.3.1 2-wire voice grade extended loop with DS1 Dedicated Interoffice Transport;
- 4.3.2 4-wire voice grade extended loop with DS1 Dedicated Interoffice Transport;
- 4.3.3 4-wire 56 or 64 kbps extended digital loop with Dedicated DS1 Interoffice Transport;
- Extended 2-wire VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport;
- 4.3.5 Extended 4-wire VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport;
- 4.3.6 Extended 4-wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport;
- 4.3.7 Extended 4-wire DS1 Digital Loop with Dedicated DS3 Interoffice Transport; and
- 4.3.8 Extended DS1 Dedicated Local Channel with Dedicated DS3 Interoffice Transport.
- 4.4 Special Access Service Conversions
- 4.4.1 CLEC-1 may not convert special access services to combinations of loop and transport network elements, whether or not CLEC-1 self-provides its entrance facilities (or obtains entrance facilities from a third party), unless CLEC-1 uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent CLEC-1 converts its special access services to combinations of loop and transport network elements at UNE prices, CLEC-1, hereby, certifies that it is providing a significant amount of local exchange service over such combinations. BellSouth may at its sole discretion audit CLEC-1 records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that CLEC-1 is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from CLEC-1.
- 4.4.2 EEL combinations for DS1 level and above will be available only when CLEC-1 provides and handles at least one third of the end user's local traffic over the facility

provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.

- 4.4.3 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 4.5 Rates
- 4.5.1 Georgia
- 4.5.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 4.3, whether Currently Combined or new, are as set forth in Exhibit A of this Amendment.
- 4.5.1.2 On an interim basis, for combinations of loop and transport network facilities not set forth in Section 4.3, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
- 4.5.1.3 To the extent that CLEC-1 seeks to obtain other combinations of loop and transport network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, CLEC-1, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in the Agreement.
- 4.5.2 All Other States
- 4.5.2.1 Subject to Section 4.2.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 1.3 and other Currently Combined loop and transport network elements will be the sum of the non-recurring and recurring rates for the individual network elements unless otherwise negotiated by the parties.

# 5. Port/Loop Combinations

- At CLEC-1's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 1.4 below, that are currently combined in BellSouth's network except as specified in Sections 5.1.1 and 5.1.2 below.
- 5.1.1 BellSouth is not required to provide access to combinations of port and loop network elements in locations where BellSouth is not required to provide circuit switching.

BellSouth is not required to provide circuit switching in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to CLEC-1 if CLEC-1's customer has 4 or more DS0 equivalent lines.

## 5.2 Definition

- 5.2.1 For purposes of this Amendment, references to Currently Combined network elements shall mean that such network elements are in fact already combined in the BellSouth network to provide service to a particular end user at a particular location.
- 5.2.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Section 5.4 following provides the combinations of port and loop network elements that may be ordered by CLEC-1 when currently combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.1.2 above.
- In Georgia, BellSouth shall provide combinations of port and loop network elements to CLEC-1 regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.1.2 above.
- 5.3 Rates for Combinations of Loop and Port Network Elements
- Rates for combinations of loop and port network elements, as set forth in Section 5.4, are provided in Exhibit A of this Attachment
- 5.3.2 Rates for Circuit Switching
- 5.3.2.1 Rates for circuit switching, where BellSouth is not required, pursuant to Section 5.1, to provide circuit switching are as set forth in Exhibit A of this Attachment.
- 5.4 <u>Combination Offerings</u>
- 5.4.1 2-wire voice grade port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.2 2-wire voice grade DID port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 5.4.3 2-wire CENTREX port, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.4. 2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.5 2-wire ISDN Primary Rate Interface, DS1 loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.6 4-wire DS1 Trunk port, DS1 Loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

# 6. Transport and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

# 6.1. Transport

# 6.1.1 <u>Definition of Common (Shared) Transport</u>

Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

- 6.1.2 <u>Technical Requirements of Common (Shared) Transport</u>
- 6.1.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.
- 6.1.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability,

- jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 6.1.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 6.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.
- 6.2 Interoffice transmission facility network elements include:
- 6.2.1 Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and CLEC-1.
- Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;
- 6.2.3 Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.
- 6.2.4 BellSouth shall:
- 6.2.4.1 Provide CLEC-1 exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
- 6.2.4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that CLEC-1 could use to provide telecommunications services;
- 6.2.4.3 Permit, to the extent technically feasible, CLEC-1 to connect such interoffice facilities to equipment designated by CLEC-1, including but not limited to, CLEC-1's collocated facilities; and
- 6.2.4.4 Permit, to the extent technically feasible, CLEC-1 to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.
- 6.2.5 Provided that the facility is used to transport a significant amount of local exchange services CLEC-1 shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

6.3	Dedicated Transport
6.3.1	<u>Definitions</u>
6.3.2	Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.
6.3.3	Unbundled Local Channel
6.3.4	Unbundled Local Channel is the dedicated transmission path between CLEC-1's Point of Presence and the BellSouth Serving Wire Center's collocation.
6.3.5	Unbundled Interoffice Channel.
6.3.6	Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.
6.3.7	BellSouth shall offer Dedicated Transport in each of the following ways:
6.3.7.1	As capacity on a shared UNE facility.
6.3.7.2	As a circuit (e.g., DS0, DS1, DS3) dedicated to CLEC-1. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.
6.3.8	When Dedicated Transport is provided it shall include:
6.3.8.1	Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;
6.3.8.2	Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
6.3.9	Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true up, and the Parties will amend the Agreement to reflect the new rates.
6.3.10	Technical Requirements
6.3.10.1	This Section sets forth technical requirements for all Dedicated Transport.

- 6.3.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to CLEC-1 designated traffic.
- 6.3.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
- 6.3.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 6.3.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 6.3.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 6.3.10.6.1 DS0 Equivalent;
- 6.3.10.6.2 DS1 (Extended SuperFrame ESF);
- 6.3.10.6.3 DS3 (signal must be framed);
- 6.3.10.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.3.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by CLEC-1.
- 6.3.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 6.3.11.1 BellSouth Technical References:
- 6.3.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 6.3.11.3 TR 73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995.

6.3.11.4 TR 73525 MegaLink®Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

## 6.4 Unbundled Channelization

- 6.4.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Attachment.
- 6.4.2 Definition
- Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, CLEC-1 can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).
- 6.4.3 Channelization capabilities will be as follows:
- DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.
- 6.4.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.
- 6.4.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.
- 6.4.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.
- 6.4.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.
- 6.4.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.4.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.

- 6.4.8 Channelization may be incorporated within dedicated transport or ordered as a standalone capability, which requires either the high or low speed side to be connected to collocation.
- 6.4.9 Technical Requirements
- 6.4.9.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.
- 6.4.9.2 DS0 to DS1 Channelization
- 6.4.9.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions. DS0 to DS1 Channelization requirements are essential the same as defined in BellSouth Technical Reference 73525, MegaLink® Service, MegaLink® Channel Service, MegaLink® Plus Service, and MegaLink® Light Service Interface and Performance Specification.
- 6.4.9.3 DS1 to DS3 Channelization
- 6.4.9.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, LightGate® Service Interface and Performance Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
- 6.4.9.4 DS1 to STS Channelization
- 6.4.9.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) Payload Mappings. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, LightGate® Service Interface and Performance Specifications
- 6.5 Dark Fiber
- 6.5.1 <u>Definition</u>

Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.6.4.2 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

# 6.5.3 Requirements

- 6.5.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to CLEC-1.
- 6.5.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at CLEC-1's request subject to time and materials charges.
- 6.5.3.3 CLEC-1 may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 6.5.3.4 BellSouth shall use its best efforts to provide to CLEC-1 information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from CLEC-1 ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for CLEC-1's use an may not allow any other party to use such media, including BellSouth.
- 6.5.3.5 BellSouth shall use its best efforts to make Dark Fiber available to CLEC-1 within thirty (30) business days after it receives written confirmation from CLEC-1 that the Dark Fiber previously deemed available by BellSouth is wanted for use by CLEC-1. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable CLEC-1 to connect or splice CLEC-1 provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 6.5.3.6 Dark Fiber shall meet the manufacturer's design specifications.

6.5.3.7 CLEC-1 may splice and test Dark Fiber obtained from BellSouth using CLEC-1 or CLEC-1 designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

## 6.6 Rates

6.6.1 The prices that CLEC-1 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

# 6.7 Operational Support Systems (OSS)

6.7.1 BellSouth has developed and made available the following mechanized systems by which CLEC-1 may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

6.7.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMEC	SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS	See applicable rate element	\$19.99
interactive interfaces		SOMAN

# 6.7.3 <u>Denial/Restoral OSS Charge</u>

6.7.3.1 In the event CLEC-1 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

## 6.7.4 <u>Cancellation OSS Charge</u>

6.7.4.1 CLEC-1 will incur an OSS charge for an accepted LSR that is later canceled by CLEC-1.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

## 6.7.5 Network Elements and Other Services Manual Additive

6.7.5.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit A.

# 7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

- 7.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database
- 7.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by CLEC-1. BellSouth shall provide 8XX TFD in accordance with the following:

# 7.1.2 <u>Technical Requirements</u>

- 7.1.2.1 BellSouth shall provide CLEC-1 with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.
- 7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by CLEC-1.
- 7.1.2.3 The SCP shall also provide, at CLEC-1's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:
- 7.1.2.3.1 Network Management;
- 7.1.2.3.2 Customer Sample Collection; and
- 7.1.2.3.3 Service Maintenance.
- 7.2 Automatic Location Identification/Data Management System (ALI/DMS)

7.2.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

## 7.3 Rates

The prices that CLEC-1 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

## 8 Line Information Database (LIDB)

- 8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.
- 8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

## 8.2.1 <u>Definition</u>

8.2.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

## 8.2.3 Technical Requirements

- 8.2.4 BellSouth will offer to CLEC-1 any additional capabilities that are developed for LIDB during the life of this Agreement.
- 8.2.4.1 BellSouth shall process CLEC-1's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to CLEC-1 what additional functions (if any) are performed by LIDB in the BellSouth network.
- Within two (2) weeks after a request by CLEC-1, BellSouth shall provide CLEC-1 with a list of the customer data items, which CLEC-1 would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 8.2.4.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.
- 8.2.4.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

- 8.2.4.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.2.4.6 All additions, updates and deletions of CLEC-1 data to the LIDB shall be solely at the direction of CLEC-1. Such direction from CLEC-1 will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 8.2.4.7 BellSouth shall provide priority updates to LIDB for CLEC-1 data upon CLEC-1's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 8.2.4.8 BellSouth shall provide LIDB systems such that no more than 0.01% of CLEC-1 customer records will be missing from LIDB, as measured by CLEC-1 audits. BellSouth will audit CLEC-1 records in LIDB against DBAS to identify record mismatches and provide this data to a designated CLEC-1 contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to CLEC-1 within one business day of audit. Once reconciled records are received back from CLEC-1, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact CLEC-1 to negotiate a time frame for the updates, not to exceed three business days.
- 8.2.4.9 BellSouth shall perform backup and recovery of all of CLEC-1's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 8.2.4.10 BellSouth shall provide CLEC-1 with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between CLEC-1 and BellSouth.
- 8.2.4.11 BellSouth shall prevent any access to or use of CLEC-1 data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by CLEC-1 in writing.
- 8.2.4.12 BellSouth shall provide CLEC-1 performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by CLEC-1 at least at parity

with BellSouth Customer Data. BellSouth shall obtain from CLEC-1 the screening information associated with LIDB Data Screening of CLEC-1 data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to CLEC-1 under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

- 8.2.4.13 BellSouth shall accept queries to LIDB associated with CLEC-1 customer records, and shall return responses in accordance with industry standards.
- 8.2.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.2.5 <u>Interface Requirements</u>
- 8.2.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 8.2.6.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 8.2.6.2 The CCS interface to LIDB shall be the standard interface described herein.
- 8.2.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 8.3 Rates

The prices that CLEC-1 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

# 9 Signaling

- 9.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.
- 9.2 BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

# 9.3 Signaling Link Transport

- 9.3.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.
- 9.3.2 <u>Technical Requirements</u>
- 9.3.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
- 9.3.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:
- 9.3.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and
- 9.3.3.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).
- 9.3.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:
- 9.3.4.1 An A-link layer shall consist of two links.
- 9.3.4.2 A B-link layer shall consist of four links.
- 9.3.5 A signaling link layer shall satisfy a performance objective such that:
- 9.3.5.1 There shall be no more than two minutes down time per year for an A-link layer; and

- 9.3.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 9.3.5.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 9.3.5.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
- 9.3.5.3.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.3.5.4 <u>Interface Requirements</u>
- 9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface at the CLEC-1 designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.4 Signaling Transfer Points (STPs)
- 9.4.1 <u>Definition</u> Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 9.4.2 <u>Technical Requirements</u>
- 9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
- 9.4.2.1.1 BellSouth Local Switching or Tandem Switching;
- 9.4.2.1.2 BellSouth Service Control Points/DataBases;
- 9.4.2.1.3 Third-party local or tandem switching;
- 9.4.2.1.4 Third-party-provided STPs.
- 9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital

- Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an CLEC-1 local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between CLEC-1 local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.4.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a CLEC-1 or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a CLEC-1 database, then CLEC-1 agrees to provide BellSouth with the Destination Point Code for the CLEC-1 database.
- 9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
- 9.4.2.6.1 MTP Routing Verification Test (MRVT); and
- 9.4.2.6.2 SCCP Routing Verification Test (SRVT).
- 9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an CLEC-1 or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become

- approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by CLEC-1 and BellSouth.
- 9.4.2.8 STPs shall be on parity with BellSouth.
- 9.4.2.9 SS7 Advanced Intelligent Network (AIN) Access
- 9.4.2.9.1 When technically feasible and upon request by CLEC-1, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the CLEC-1 SS7 network to exchange TCAP queries and responses with an CLEC-1 SCP.
- 9.4.2.9.2 SS7 AIN Access shall provide CLEC-1 SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and CLEC-1 SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the CLEC-1 SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.
- 9.4.3 <u>Interface Requirements</u>
- 9.4.3.1 BellSouth shall provide the following STPs options to connect CLEC-1 or CLEC-1-designated local switching systems or STPs to the BellSouth SS7 network:
- 9.4.3.1.1 An A-link interface from CLEC-1 local switching systems; and,
- 9.4.3.1.2 A B-link interface from CLEC-1 local STPs.
- 9.4.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
- 9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting CLEC-1 local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and CLEC-1 will work jointly to establish mutually acceptable SPOIs.
- 9.4.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the

- failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and CLEC-1 will work jointly to establish mutually acceptable SPOIs.
- 9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.3.6 Message Screening
- 9.4.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from CLEC-1 local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the CLEC-1 switching system has a legitimate signaling relation.
- 9.4.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from CLEC-1 local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the CLEC-1 switching system has a legitimate signaling relation.
- 9.4.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from CLEC-1 from any signaling point or network interconnected through BellSouth's SS7 network where the CLEC-1 SCP has a legitimate signaling relation.
- 9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

## 9.5 Service Control Points/Databases

## 9.5.1 Definition

- 9.5.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 9.5.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for

provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

## 9.5.3 <u>Technical Requirements for SCPs/Databases</u>

- 9.5.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to CLEC-1 in accordance with the following requirements.
- 9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

## 9.5.4 Database Availability

- 9.5.4.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for CLEC-1 customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

## 9.6 Local Number Portability Database

#### 9.6.1 Definition

9.6.2 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

## 9.7 SS7 Network Interconnection

- 9.7.1 Definition.
- 9.7.2 SS7 Network Interconnection is the interconnection of CLEC-1 local Signaling Transfer Point Switches (STP) and CLEC-1 local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), CLEC-1 local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 9.7.3 <u>Technical Requirements</u>
- 9.7.3.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
- 9.7.3.1.1 BellSouth local or tandem switching systems;
- 9.7.3.1.2 BellSouth DBs; and
- 9.7.3.1.3 Other third-party local or tandem switching systems.
- 9.7.4 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and CLEC-1 or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.7.5 If traffic is routed based on dialed or translated digits between an CLEC-1 local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the CLEC-1 local STPs and BellSouth or other third-party local switch.
- 9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
- 9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

- 9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an CLEC-1 local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of CLEC-1 local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 9.7.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
- 9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;
- 9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and
- 9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 9.7.13 <u>Interface Requirements</u>
- 9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect CLEC-1 or CLEC-1-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
- 9.7.13.1.1 A-link interface from CLEC-1 local or tandem switching systems; and

- 9.7.13.1.2 B-link interface from CLEC-1 STPs.
- 9.7.13.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting CLEC-1 local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and CLEC-1 will work jointly to establish mutually acceptable SPOI.
- 9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and CLEC-1 will work jointly to establish mutually acceptable SPOI.
- 9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.13.5 BellSouth shall set message screening parameters to accept messages from CLEC-1 local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the CLEC-1 switching system has a legitimate signaling relation.
- 9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

#### 9.8 Rates

The prices that CLEC-1 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

# 10. Operator Call Processing, Inward Operator Services and Directory Assistance Services

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

## 10.2 Operator Systems

10.2.1 <u>Definition.</u> Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

## 10.3 Operator Service

10.3.1 <u>Definition</u>. Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

## 10.3.2 Requirements

- 10.3.2.1 When CLEC-1 requests BellSouth to provide Operator Services, the following requirements apply:
- 10.3.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.
- 10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.
- 10.3.2.1.3 BellSouth shall process calls that are billed to CLEC-1 end user's calling card that can be validated by BellSouth.
- 10.3.2.1.4 BellSouth shall complete person-to-person calls.
- 10.3.2.1.5 BellSouth shall complete collect calls.
- 10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

- 10.3.2.1.7 BellSouth shall complete station-to-station calls.
- 10.3.2.1.8 BellSouth shall process emergency calls.
- 10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 10.3.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
- 10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing CLEC-1 local end users the same IXC access as provided to BellSouth end users.
- 10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to CLEC-1 that BellSouth provides for its own operator service.
- 10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Personto-Person, and Billed-to-Third-Party calls.
- 10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by CLEC-1.
- 10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to CLEC-1 in accordance with CLEC ODUF standards specified in Attachment 7.
- 10.3.3 <u>Interface Requirements</u>
- 10.3.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of CLEC-1, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.
- 10.4 Directory Assistance Service
- 10.4.1 <u>Definition.</u> Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.
- 10.4.2 Requirements
- Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by CLEC-1's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, CLEC-1 may request such requirement pursuant to the

- Bona Fide Request/New Business Process as set forth in General Terms and Conditions.
- 10.4.4 Directory Assistance Service Updates
- 10.4.4.1 BellSouth shall update end user listings changes daily. These changes include:
- 10.4.4.1.1 New end user connections: BellSouth will provide service to CLEC-1 that is equal to the service it provides to itself and its end users;
- 10.4.4.1.2 End user disconnections: BellSouth will provide service to CLEC-1 that is equal to the service it provides to itself and its end users; and
- 10.4.4.1.3 End user address changes: BellSouth will provide service to CLEC-1 that is equal to the service it provides to itself and its end users;
- 10.4.4.1.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 10.4.5 Branding for Operator Call Processing and Directory Assistance
- 10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to CLEC-1 end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows CLEC-1 to have its calls custom branded with CLEC-1's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.
- 10.4.5.2 BellSouth offers four service levels of branding to CLEC-1 when ordering Directory Assistance and/or Operator Call Processing.
- 10.4.5.2.1 Service Level 1 BellSouth Branding
- 10.4.5.2.2 Service Level 2 Unbranded
- 10.4.5.2.3 Service Level 3 Custom Branding
- 10.4.5.2.4 Service Level 4 Self Branding (applicable only to CLEC-1 for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
- 10.4.6 For Resellers and Use with an Unbundled Port
- 10.4.6.1 BellSouth Branding is the Default Service Level.

- 10.4.6.2 Unbranding, Custom Branding, and Self Branding require CLEC-1 to order selective routing for each originating BellSouth end office identified by CLEC-1. Rates for Selective Routing are set forth in this Attachment.
- 10.4.6.3 Customer Branding and Self Branding require CLEC-1 to order dedicated trunking from each BellSouth end office identified by CLEC-1, to either the BellSouth Traffic Operator Position System (TOPS) or CLEC-1 Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.6.4 Unbranding Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by CLEC-1 to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.7 For Facilities Based Carriers
- 10.4.7.1 All Service Levels require CLEC-1 to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which CLEC-1 requires service.
- 10.4.8 Directory Assistance customized branding uses:
- 10.4.8.1 the recording of the name;
- 10.4.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 10.4.9 Operator Call Processing customized branding uses:
- 10.4.9.1 the recording of the name;
- 10.4.9.2 the front-end loading of the DRAM in the TOPS Switch;
- 10.4.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
- 10.4.9.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
- 10.4.9.5 BellSouth will provide to CLEC-1 purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory

assistance services platform or operator services platform. CLEC-1 end users may use the same dialing arrangements as BellSouth end users, but obtain a CLEC-1 branded service.

#### 10.5 Directory Assistance Database Service (DADS)

- BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to CLEC-1 end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). CLEC-1 agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, CLEC-1 agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, CLEC-1 authorizes the inclusion of CLEC-1 Directory Assistance listings in the BellSouth Directory Assistance products.
- BellSouth shall provide CLEC-1 initially with a base file of subscriber listings which reflect all listing change activity occurring since CLEC-1's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by CLEC-1 and BellSouth. CLEC-1 agrees to assume the costs associated with CONNECT: Direct TM connectivity, which will vary depending upon volume and mileage.
- 10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to CLEC-1 on a Business, Residence, or combined Business and Residence basis. CLEC-1 agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after CLEC-1 receives the Base File.
- 10.5.4 BellSouth is authorized to include CLEC-1 Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of CLEC-1 Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to CLEC-1.
- 10.5.5 Rates for DADS are as set forth in this Attachment.
- 10.6 Direct Access to Directory Assistance Service

- 10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide CLEC-1's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow CLEC-1 to utilize its own switch, operator workstations and optional audio subsystems.
- 10.6.2 BellSouth will provide DADAS from its DA location. CLEC-1 will access the DADAS system via a telephone company provided point of availability. CLEC-1 has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.
- A specified interface to each CLEC-1 subsystem will be provided by BellSouth.

  Interconnection between CLEC-1's system and a specified BellSouth location will be pursuant to the use of CLEC-1 owned or CLEC-1 leased facilities and shall be appropriate sized based upon the volume of queries being generated by CLEC-1.
- 10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
- 10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;
- 10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;
- 10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.
- 10.6.5 Rates for DADAS are as set forth in this Attachment.
- 10.7 Automatic Location Identification/Data Management System (ALI/DMS)
- 10.7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

### 10.7.2 <u>Technical Requirements</u>

- 10.7.2.1 BellSouth shall offer CLEC-1 a data link to the ALI/DMS database or permit CLEC-1 to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to CLEC-1 immediately after CLEC-1 inputs information into the ALI/DMS database. Alternately, CLEC-1 may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.
- 10.7.2.2 The ALI/DMS database shall contain the following end user information:
- 10.7.2.2.1 Name;
- 10.7.2.2.2 Address;
- 10.7.2.2.3 Telephone number; and
- 10.7.2.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).
- 10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless CLEC-1 requests otherwise and shall be updated if CLEC-1 requests, provided CLEC-1 supplies BellSouth with the updates.
- 10.7.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 10.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.
- 10.7.3 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for CLEC-1 end users shall meet industry standards.

#### 10.8 Rates

The prices that CLEC-1 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

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#### 11. Calling Name (CNAM) Database Service

- All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.
- 11.2 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. CLEC-1 must provide to its account manager a written request with a requested activation date to activate this service. If CLEC-1 is interested in requesting CNAM with volume and term pricing, CLEC-1 must contact its account manager to request a separate CNAM volume and term Agreement.
- SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.
- 11.4 Service Creation Environment and Service Management System (SCE/SMS)
  Advanced Intelligent Network (AIN) Access
- 11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide CLEC-1 the capability that will allow CLEC-1 and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
- BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to CLEC-1. Scheduling procedures shall provide CLEC-1 equivalent priority to these resources.
- BellSouth SCP shall partition and protect CLEC-1 service logic and data from unauthorized access, execution or other types of compromise.
- When CLEC-1 selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable CLEC-1 to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- When CLEC-1 selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. CLEC-1 access will be provided via remote data connection (e.g., dial-in, ISDN).

11.4.5 When CLEC-1 selects SCE/SMS AIN Access, BellSouth shall allow CLEC-1 to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

#### 11.5 Rates

The prices that CLEC-1 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

#### 12. Basic 911 and E911

- All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.
- 12.2 If CLEC-1 orders network elements and other services, then CLEC-1 is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

#### 12.3 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

### 12.5 Requirements

- Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to CLEC-1 a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. CLEC-1 will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. CLEC-1 will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, CLEC-1 will be required to discontinue the Basic 911 procedures and being using E911 procedures.
- E911 Service Provisioning. For E911 service, CLEC-1 will be required to install a minimum of two dedicated trunks originating from the CLEC-1 serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. CLEC-1 will be required to provide BellSouth daily updates to the E911 database. CLEC-1 will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available,

CLEC-1 will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. CLEC-1 shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 12.5.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on CLEC-1 beyond applicable charges for BellSouth trunking arrangements.
- 12.5.4 Basic 911 and E911 functions provided to CLEC-1 shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 12.5.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and CLEC-1 to follow in providing 911/E911 services.

# 13. True-Up

This section applies only to North Carolina and Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

- 13.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

- 13.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.
- A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
  - (a) BellSouth and CLEC-1 are entitled to be a full Party to the proceeding;
  - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
  - (c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

#### **EXHIBIT A**

# LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

#### I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of CLEC-1 and pursuant to which BellSouth, its LIDB customers and CLEC-1 shall have access to such information. CLEC-1 understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of CLEC-1, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
  - 1. Billed Number Screening
  - 2. Calling Card Validation
  - 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify CLEC-1 of fraud alerts so that CLEC-1 may take action it deems appropriate. CLEC-1 understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by CLEC-1 pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to CLEC-1 for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

CLEC-1 understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. CLEC-1 further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, CLEC-1 understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on CLEC-1's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its

supporting systems the means to differentiate CLEC-1's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) CLEC-1 agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for CLEC-1's end user accounts which are resident in LIDB pursuant to this Agreement. CLEC-1 authorizes BellSouth to place such charges on CLEC-1's bill from BellSouth and agrees that it shall pay all such charges. Charges for which CLEC-1 hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) CLEC-1 shall have the responsibility to render a billing statement to its end users for these charges, but CLEC-1's obligation to pay BellSouth for the charges billed shall be independent of whether CLEC-1 is able or not to collect from CLEC-1's end users.
- (d) BellSouth shall not become involved in any disputes between CLEC-1 and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to CLEC-1. It shall be the responsibility of CLEC-1 and the other entity to negotiate and arrange for any appropriate adjustments.

#### II. TERM

This Agreement will be effective as of \_\_\_\_\_\_, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

#### III. FEES FOR SERVICE AND TAXES

- A. CLEC-1 will not be charged a fee for storage services provided by BellSouth to CLEC-1, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by CLEC-1. CLEC-1 shall have the right to have BellSouth contest with the imposing

jurisdiction, at CLEC-1's expense, any such taxes that CLEC-1 deems are improperly levied.

#### IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

#### V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

#### VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

- C. CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and CLEC-1 further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.
- D. This Agreement constitutes the entire Agreement between CLEC-1 and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

# FACILITIES BASED ADDENDUM TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

	This is a Facilities Based Addendum to the Line Information Data Base Storage
Agreemen	
Telecomn	nunications, Inc. ("BellSouth"), and("CLEC-
1"), effect	tive the day of,
I.	GENERAL
	This Addendum sets forth the terms and conditions for CLEC-1's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by CLEC-1, and BellSout will provide responses to on-line, call-by-call queries to this information for purpose specified in Section I.B. of the Agreement.
II.	DEFINITIONS
A.	Billing number - a number that CLEC-1 creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
В.	Line number - a ten digit number that identifies a telephone line administered by CLEC-1.
C.	Special billing number - a ten digit number that identifies a billing account established by CLEC-1.
D.	Calling Card number - a billing number plus PIN number.
E.	PIN number - a four digit security code assigned by CLEC-1 which is added to a billing number to compose a fourteen digit calling card number.
F.	Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by CLEC 1.
G.	Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

- H. Calling Card Validation refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by CLEC-1.

#### III. RESPONSIBILITIES OF PARTIES

- A. CLEC-1 will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.
- B. BellSouth will store in its LIDB the billing number information provided by CLEC-1. Under normal operating conditions, BellSouth shall include CLEC-1's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of CLEC-1's working telephone numbers.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information provided by CLEC-1 to perform the following functions for authorized users on an on-line basis:
  - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by CLEC-1, and where the last four digits (PIN) are a security code assigned by CLEC-1.
  - 2. Determine whether CLEC-1 or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. CLEC-1 will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. CLEC-1 will arrange and pay for transport of updates to BellSouth.

#### IV. COMPLIANCE

Unless expressly authorized in writing by CLEC-1, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

#### **EXHIBIT B**

#### CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

#### 1. Definitions

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides CLEC-1 the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

**COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7)** - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

**SERVICE CONTROL POINTs (SCPs)** - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

**SERVICE MANAGEMENT SYSTEM (SMS)** - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

**SUBSYSTEM NUMBER (SSN)** - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

#### 2. Attachment

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to the CLEC-1 access to the BellSouth CNAM SCP for query or record storage purposes.
- 2.2 CLEC-1 shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to CLEC-1's access to BellSouth's CNAM Database Services and shall be addressed to CLEC-1's Account Manager.

#### 3. Physical Connection and Compensation

- 3.1 BellSouth's provision of CNAM Database Services to CLEC-1 requires interconnection from CLEC-1 to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- 3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, CLEC-1 shall provide its own CNAM SSP. CLEC-1's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.3 If CLEC-1 elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that CLEC-1 desires to query.

# 3.4 Out-Of-Region Customers

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

### 4. CNAM Record Initial Load and Updates

- 4.1 The mechanism to be used by CLEC-1 for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by CLEC-1 in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of CLEC-1 to provide accurate information to BellSouth on a current basis.
- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 CLEC-1 CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

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voice unbundled rea, bou usage fine port with Caller D(LUM)         UEPAD         \$2.07         \$2.00         \$1.85         \$2.61         \$2.01         \$2.30         \$2.35           NUMBER PORTABILITY (REQUIRES ONE PER PORT)         LIMPCX         \$2.00         \$1.85         \$2.61         \$2.00         \$2.36           NUMBER PORTABILITY (REQUIRES ONE PER PORT)         UEPBIL         \$2.07         \$2.00         \$1.85         \$2.61         \$2.00         \$2.36           vice unbundled port with claim in Duricided port with Caller ID         UEPBIL         \$2.07         \$2.00         \$1.85         \$2.61         \$2.00         \$2.35           vice unbundled port with Caller ID         UEPBIL         \$2.07         \$2.00         \$1.85         \$2.61         \$2.00         \$2.35           vice unbundled port with Caller ID         UEPBIL         \$2.07         \$2.00         \$1.85         \$2.61         \$2.00         \$2.35           vice unbundled port with Caller ID         UEPBIL         \$2.07         \$2.00         \$1.85         \$2.61         \$2.00         \$2.35           vice unbundled IN but 2-Way Area Calling Port with Caller ID (BUC)         UEPAI         NA		voice unbundled Tennessee Area Calling port with Caller ID - residen	UEPAO	≨	¥	ž	ž	¥	N.	Ą	NA	\$1.90
LINPCX         \$2.00         \$1.85         \$2.61         \$2.00         \$1.25           UEPBIL         \$2.07         \$2.00         \$1.85         \$2.61         \$2.00         \$2.35           UEPBIC         \$2.07         \$2.00         \$1.85         \$2.61         \$2.00         \$2.35           UEPBIA         \$2.07         \$2.00         \$1.85         \$2.61         \$2.00         \$2.35           UEPBIA         \$2.07         \$2.00         \$1.85         \$2.61         \$2.00         \$2.35           UEPBIA         \$2.07         \$2.00         \$1.85         \$2.61         \$2.11         \$2.00         \$2.35           UEPBIA         \$2.07         \$2.00         \$1.85         \$2.61         \$2.00         \$2.35         \$2.35           UEPBIA         NA         NA         NA         NA         NA         NA         NA         NA           UEPAC         NA	I	2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LINFCA         \$2.07         \$1.85         \$2.61         \$2.20         \$2.11         \$2.00         \$2.35           UEPBC         \$2.07         \$2.00         \$1.85         \$2.61         \$2.20         \$2.11         \$2.00         \$2.35           UEPBC         \$2.07         \$2.00         \$1.85         \$2.61         \$2.20         \$2.11         \$2.00         \$2.35           UEPBC         \$2.07         \$2.00         \$1.85         \$2.61         \$2.20         \$2.11         \$2.00         \$2.35           UEPBA         \$2.07         \$2.00         \$1.85         \$2.61         \$2.20         \$2.11         \$2.00         \$2.35           UEPBA         NA         NA         NA         NA         NA         NA         NA         NA           UEPAA         NA         NA         NA         NA         NA         NA         NA         NA           UEPAC         NA         NA         NA         NA         NA         NA         NA         NA           UEPAC         NA         NA         NA         NA         NA         NA         NA         NA         NA           UEPAC         S21.93         \$38.00         \$17.16	П		AUGINI									
UEPBL         \$2.07         \$1.85         \$2.61         \$2.20         \$2.35         \$2.35           UEPBC         \$2.07         \$2.00         \$1.85         \$2.61         \$2.20         \$2.11         \$2.00         \$2.35           UEPBC         \$2.07         \$2.00         \$1.85         \$2.61         \$2.20         \$2.11         \$2.00         \$2.35           UEPBA         \$2.07         \$2.00         \$1.85         \$2.61         \$2.20         \$2.11         \$2.00         \$2.35           UEPBA         NA         NA         NA         NA         NA         NA         NA         NA           UEPAA         NA         NA         NA         NA         NA         NA         NA         NA           UEPAA         NA         NA         NA         NA         NA         NA         NA         NA           UEPAC         NA         NA         NA         NA         NA         NA         NA         NA         NA           UEPAC         NA	1	LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	רארל									
UEPBC         \$2.07         \$1.85         \$2.61         \$2.20         \$2.11         \$2.00         \$2.35           UEPBO         \$2.07         \$2.00         \$1.85         \$2.61         \$2.00         \$2.35         \$2.35           UEPBO         \$2.07         \$2.00         \$1.85         \$2.61         \$2.20         \$2.11         \$2.00         \$2.35           UEPAA         NA	Ţ	2-wire voice unbundled port without Caller ID	UEPBL	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
UEPBO         \$2.07         \$2.00         \$1.85         \$2.61         \$2.20         \$2.11         \$2.00         \$2.35           UEPBM         \$2.07         \$2.00         \$1.85         \$2.61         \$2.20         \$2.11         \$2.00         \$2.35           UEPAA         NA	L	2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
UEPBM         \$2.07         \$1.85         \$2.61         \$2.00         \$1.85         \$2.61         \$2.00 <th< th=""><th><math>\Box</math></th><th>2-wire voice unbundled outgoing only port</th><th>UEPBO</th><th>\$2.07</th><th>\$2.00</th><th>\$1.85</th><th>\$2.61</th><th>\$2.20</th><th>\$2.11</th><th>\$2.00</th><th>\$2.35</th><th>8 8</th></th<>	$\Box$	2-wire voice unbundled outgoing only port	UEPBO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	8 8
UEPAD         NA	П	2-wire voice unbundled area plus port with Caller ID	UEPBIN	\$2.07	\$2.00	58.185	\$2.61	\$2.20	\$2.11	92.00	\$2.33 €2.35	8 8
UEPAB	$\Box$	2-wire voice unbundled incoming only port with Caller ID	UEPB1	22.07	25.00	C9.16	\$2.01 NA	22.20	NA NA	S.S.	AN AN	S A
UEPAC   NA	$\Box$	2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	CEPAR	2 2	2 2	\$ 42	2 2	NA	Y Y	₹ ¥	\$2.35	
UEPAE         NA		2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMD) 2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option	UEPAC	≨	<u> </u>	\$ \$	≨ ≨	≨	¥	¥	ş	\$1.90
UEPAE         NA	ļ	2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option	UEPAD	₹ Z	ž	ž	ž	ž	₹	Ą	Ą	\$1.90
UEPRL \$21.93 \$38.00 \$17.16 \$37.78 \$16.43 \$22.98 \$24.04 \$24.98  UEPRO \$21.93 \$38.00 \$17.16 \$37.78 \$16.43 \$22.98 \$24.04 \$24.98  UEPRO \$21.93 \$38.00 \$17.16 \$37.78 \$16.43 \$22.98 \$24.04 \$24.98  UEPRO \$21.93 \$38.00 \$17.16 \$37.78 \$16.43 \$22.98 \$24.04 \$24.98  UEPRO \$21.93 \$38.00 \$17.16 \$37.78 \$16.43 \$22.98 \$24.04 \$24.98  UEPRO \$21.93 \$38.00 \$17.16 \$37.78 \$16.43 \$122.98 \$24.04 \$24.98  UEPRO \$21.93 \$38.00 \$17.16 \$37.78 \$16.43 \$122.98 \$24.04 \$24.98  UEPRO \$21.93 \$38.00 \$17.16 \$37.78 \$16.43 \$12.98 \$124.04 \$24.98	$\bot$	2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling	ICDAC	3	414	AIA	42	4N	Ą	Ą	¥ Z	90
LINPCX         LINPCX         \$121.93         \$138.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.96           UEPRC         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.04         \$24.98           UEPRO         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.04         \$24.98           UEPRO         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.04         \$24.98           UEPRO         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.04         \$24.98           UEPRO         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$12.04         \$24.98           NA         NA         NA         NA         NA         NA         NA         NA	Ţ	Port (B2F)	OET DE	٤	٤	5	5					
UEPRL         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$21.60         \$24.98           UEPRC         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.04         \$24.98           UEPRO         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.04         \$24.98           UEPRO         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.04         \$24.98           UEPRO         \$21.93         \$38.00         NA	$\Box$	LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
UEPRL         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$21.60         \$24.98           UEPRC         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.04         \$24.98           UEPRO         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.04         \$24.98           UEPRA         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.04         \$24.98           UEPAF         NA         \$38.00         NA	$\bot$	Non-Berumino Chames (NRC) - 1st (Residence)		į								
UEPRC         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.04         \$24.98           UEPRO         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.04         \$24.98           UEPRO         \$21.93         \$38.00         \$17.16         \$37.78         \$16.43         \$22.98         \$24.04         \$24.98           UEPRO         NA         NA <t< th=""><th></th><th>view in the included and a residence</th><th>UEPRL</th><th>\$21.93</th><th>\$38.00</th><th>\$17.16</th><th>\$37.78</th><th>\$16.43</th><th>\$22.98</th><th>\$21.60</th><th>\$24.98</th><th>BST GSST A4.3.1</th></t<>		view in the included and a residence	UEPRL	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
UEPRO \$21.93 \$38.00 \$17.16 \$37.78 \$16.43 \$22.98 \$24.04 \$24.98 UEPRM \$21.93 \$38.00 \$17.16 \$37.78 \$16.43 \$22.98 \$24.04 \$24.98 UEPRM \$21.93 \$38.00 NA		2- wie voto unbundlad nod with caller ID - residence	UEPRC	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
UEPRM \$21.93 \$38.00 \$17.16 \$37.78 \$16.43 \$22.98 \$24.04 \$24.98  UEPAF NA \$38.00 NA		t are voted underlined by a charitan color residence	UEPRO	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
(RILI) UEPAG NA NA NA S1643 NA		Andreas Alles Sue Sine Sine Proprietation Pr	MOODI	£31 03	00 803	£17.16	£37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
(RILI) UEPAG NA NA NA NA S1643 NA NA NA	Ţ	2-wire voice unbundled area plus port with caller ID - residence	UEPAF	NA NA	\$38.00	NA N	Z X	¥	¥	¥	¥	¥
	Ţ	2-wire voice unbuildied ruisiana Area Plus with caller ID - residence (RUL)	UEPAG	¥	Ą	¥	ž	\$16.43	NA	¥	NA	¥

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ľ		Joan	I	<u> </u>	₹9	¥	V I	S	NC	SC	Y.
	DESCRIPTION  12 using unique unbundled   cuiplans Ares Due with celler ID - residence (AC7)	UEPAH	₹ ≨	! ≨	5 ≥	. ₹	\$16.43	¥	ž	₹	ž
	Z-wire voice unbundled South Carolina Area Calling port with Caller ID	I IEDA I	ΨN	42	Ą	Ą	ş	ž	\$	\$24.98	¥
+	residence (Livro)  - Wite voice unbundled Tennessee Area Calling port with Caller ID - residence	UEPAK	≨	<b>\$</b>	<b>≨</b>	. ≨	ž	<b>≨</b>	\$	¥	BST GSST A4.3.1
	trany Twice unbundled Tennessee Area Calling port with Caller ID - residence	UEPAL	4 2	ž	<b>\$</b>	ž	ž	ş	\$	\$	BST GSST A4.3.1
1	(LACER) Twice unbundled Tennessee Area Calling port with Caller ID - residence Traces	UEPAM	<b>≨</b>	<b>\$</b>	<b>≨</b>	≨	₹	₹	≨	ş	BST GSST A4.3.1
1	Currently California C	UEPAN	\$	ž	\$	\$	¥	ž	ş	NA.	BST GSST A4.3.1
_	Time 2/y  Turn 2/y	UEPAO	\$	<b>\$</b>	ž	ž	ž	ş	ž	Ą	BST GSST A4.3.1
	2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1										
	NKC - Add   (Kesidence)	JEPRI	\$21.83	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
+	2. We a voice university from the second of	UEPRC	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	80.6\$	\$24.98	BST GSST A4.3.1
	C-488 VACA dibulated both with care in - residence	CHERO	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	80.6\$	\$24.98	BST GSST A4.3.1
$\pm$	Consider the variation and balling in SARA SIM-2	IFPRM	\$21.83	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	80.6\$	\$24.98	BST GSST A4.3.1
$\pm$	2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	≨	\$15.00	≨	ž	¥	¥	ΑΝ	NA	¥
$^{\dagger}$	2-wire voice unbundled I ouisians Area Plus with caller ID - residence (RUL)	UEPAG	ž	ž	ž	ž	\$16.43	ΑA	ΝΑ	ΑĀ	¥
+	2-wire voice unbundled Louisiana Area Plus with caller (D - residence (AC7)	UEPAH	¥	¥	ž	₹	\$16.43	¥	ž	¥	₹
	2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LWB)	UEPAJ	NA	NA	Y.	ž	₹	¥	Ą	\$24.98	ž
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence	UEPAK	ž	γN	Ą	¥	ş	¥	Ą	¥	BST GSST A4.3.1
$\perp$	Very Voice unbundled Tennessee Area Caling port with Caller ID - residence races.	UEPAL	¥	ş	ž	¥	¥	ΨN	¥	¥	BST GSST A4.3.1
$\perp$	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence	UEPAM	\$	ş	¥	ž	¥	Ą	¥	¥	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence	UEPAN	¥2	¥2	ş		ž	ž	¥	¥	BST GSST A4.3.1
+	2 virte ray) 2 virte voice unbundled Tennessee Area Calling port with Caller ID - residence	UEPAO	\$	Ş	<b>₹</b>	ž	≨	ž	ž	Ą	BST GSST A4.3.1
	2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
L											
	NRC - 1st (Business)										BST GSST
	2-wire Voice Unbundled Port without Caller ID	UEPBL	\$21.93	\$38.00	\$17.18	\$37.55	\$16.43	\$22.98	\$21.60	\$24.98	A4.3.1
<u> </u>	2-wire voice unbundled port with Caller ID	UEPBC	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	A4.3.1
	2-wire voice unbundled outgoing only port	UEPBO	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
<u> </u>	2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
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DESCRIPTION	nsoc	AL	F	₹	KY	۲	MS	S	SC	NT
Called Internation (Control of Internation Called I)	UEPB1	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2 wire volce unbundled I & Bus Area Calling Bod with Caller ID (BLIC)	UEPAA	ž	ž	ž	≨	\$16.43	₹	₹	¥	¥
2-wire voice unburided SC Rue Area Calling Port with Caller (D+ES87 (LMB)	UEPAB	ž	ž	ž	≨	₹	ž	ž	\$24.98	¥
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option										BST GSST
(TACC1)	· UEPAC	¥	¥	≨	≨	¥	¥	₹	¥	A4.3.1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option	LIEDAD	42	Ą	42	Ą	<b>4</b> 2	ď	ď	ž	A4.3.1
(IACC2)		5	<u> </u>	5	5	5				RST GSST
2-wire voice unbundled TN Bus 2-way Collerville and Memphis Local Celling Po (82F)	UEPAE	ž	¥	¥	NA	ž	¥	¥	ž	A4.3.1
										BST GSST A4.3.1
	ğ	50	676.00	617 16	€27.6E	£16.43	\$22 QB	80 03	\$24 QR	BST GSST
NKC - Add (Business)	4	26.134	8.5		3					BST GSST
2-wire voice unbundled port without Caller ID	UEPBC	\$21.83 82.193	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
Z-we a voca univaliated por war control of the cont	UEPBO	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
2vire university of the plus Port with Caller ID	UEPBM	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
CI will of the track of the contract of the co	IED81	221.03	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
2-wire voice unbundled I A Bus Area Calling Port with Caller ID (BUC)	UEPAA	¥	ž	ž	ž	\$16.43	ž	₹	₹	¥
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	≨	₹	ž	¥	¥	¥	¥	\$24.98	₹
2-wer voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC)	UEPAC	2	ž	¥	¥	AN	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option	UEPAD	₹	ž	ş	¥	A N	¥	Ϋ́	ž	BST GSST A4.3.1
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Locall Calling Port		1	1	VIA.		VIV.	VIV	414	₹N	BST GSST
(82F)		§	٤	<u> </u>	<u> </u>	5	5	5	5	
NRC - Disconnect Charge - 1st										
2- wire voice unbundled port - residence		\$6.21	¥	ž	ž	\$4.38	\$6.56	¥	¥	¥
2-wire voice unbundled port with caller ID - residence		\$6.21	ž	ΝΑ	¥	\$4.38	\$6.58	¥.	ž	¥
2-wire voice unbundled port outgoing only - residence		\$6.21	¥	₹	ž	<b>\$4</b> .38	\$6.56	₹:	¥.	₹:
2-wire voice unbundled area plus port with caller ID - residence		\$6.21	¥	≨	≨ :	<b>\$5.4</b>	26.56	¥.	¥.	≨ :
2-wire voice unbundled Florida area calling with caller ID - residence		≨	₹:	₹ :	₹ :	¥.	¥.	¥ :	≨ :	≨ :
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		₹	¥	₹	¥	<b>54</b> .38	≨	≨	ž	¥.
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		ž	¥	ž	¥	<b>\$4</b> .38	¥	ž	¥	₹
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		<b>§</b>	ş	¥	NA NA	NA	NA	NA	N.	Ą
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		ĄN	ΑN	¥	NA	NA	NA	NA	Υ.	N A
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		¥	Ą	ΨN	¥	N A	NA	NA	N	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		¥	Ą	ΑN	NA	NA	NA	NA	Ϋ́	ξ
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence		ž	₹	ž	Ą	ΑN	Ą	Ą	ž	ž
( ini £X )										

	00011		i		3		970	C/A	C	7
DESCRIPTION	Coco	ŧ	2	5	ē	5	2	2	3	
C-Wile Voice Limitation 1 diresson from Calling port with Calling 15 (2MR)	2	<b>≨</b>	≨	¥	NA NA	Ą	NA NA	¥	₹	¥
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		\$6.21	¥	¥	¥	\$4.38	\$6.56	ž	¥	≨
2-wire voice unbundled port without Caller ID		\$6.21	₹	¥	¥	<b>2.</b> 38	\$6.56	₹	₹	ž
2-wire voice unbundled port with Caller ID		\$6.21	¥	¥	ž	<b>\$4</b> .38	\$6.56	¥	₹	ž
2-wire voice unbundled outgoing only Port		\$6.21	¥	¥	¥	\$4.38	\$6.56	¥.	¥	₹
2-wire voice unbundled Area Plus Port with Caller ID		\$6.21	ž	ž	¥	\$4.38	95.9\$	¥	NA	ž
2-wire voice unbundled Incoming only Port with Caller ID		\$6.21	≨	ž	ž	\$4.38	99.9\$	¥	¥	¥
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		ž	ž	ž	₹	<b>\$4.38</b>	ž	¥	¥	¥
2-wire volce unbundles SC Bus Area Calling Port with Caller ID (LMB)		ž	ž	¥	¥	ž	¥	¥	¥	¥
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option	c		:	:	:				414	1
(TACC1)		≨	≨	₹	₹	ž	₹ Ž	\$	ž	≨
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		<b>½</b>	≨	<b>\$</b>	≨	¥	ş	ž	NA	¥
2-wire voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port	alling Port	₹ Z	Ą	Ą	¥	Ϋ́	ΨN	ΥN	ž	ž
(941)										
NRC - Disconnect Charge - Add'l										
2- wire voice unbundled port - residence		\$6.21	₹	¥	NA NA	\$4.38	\$6.56	ΝA	¥	¥
2-wire voice unbundled port with caller ID - residence		\$6.21	₹	¥	ΑN	\$4.38	\$6.56	NA	¥	≨
2-wire voice unbundled port outgoing only - residence		\$6.21	ž	ž	¥	\$4.38	95.9\$	ΝA	ΝA	≱
2-wire voice unbundled area plus port with caller ID - residence		\$6.21	ž	¥	NA NA	\$4.38	99.9\$	ΝA	Ϋ́	ž
2-wire voice unbundled Florida area calling with caller ID - residence		≨	ž	¥	NA	NA	ΝA	NA NA	¥	₹
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	NUL)	¥	¥	Υ¥	Ϋ́	\$4.38	¥	¥	¥	≨
2-wire voice unbundled Louislana Area Plus with caller ID - residence (AC7)	(C7)	¥	¥	ž	ş	<b>51</b> .38	₹	¥	¥	≨
2-wire voice unbundled South Carolina Area Calling port with Caller ID -		¥ Z	<b>\$</b>	Ž	¥	<b>£</b>	ž	ž	ş	ž
2-wire voice unhundled Tennessee Area Calling port with Caller ID - resident	idence									
(F2R)		¥	ž	₹	₹	₹	ž	¥	ž	ž
2-wire voice unbundled Tennessee Area Calling port with Caller ID - resident (TACER)	idence	ž	¥.	¥	Ą	¥	NA	Ą	ş	<b>\$</b>
2 wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	idence	ž	₹	¥	¥	¥	ž	Š	ş	ž
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TMF2X)	idence	≨	ž	₹	ž	¥	٧N	AN A	¥	¥
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residen	idence	2	2	4 2	Ą	38	99 98	ĄZ	Ą	Ą
(ZMR)  2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		\$6.21	₹	≨	≨	<b>2</b> 2.38	\$6.56	ž	ž	≨
•										
2-wire voice unbundled port without Caller ID		\$6.21	₹	¥	Y.	<b>\$4</b> .38	\$6.56	₹	₹	¥
2-wire voice unbundled port with Caler ID		\$6.21	¥	¥	Ą	\$4.38	\$6.56	≨	₹	Ź
2-wire voice unbundled outgoing only port		\$6.21	NA	ΑN	¥¥	\$4.38	\$6.56	¥	¥	ž
2-wire voice unbundled Area Plus Port with Caller ID		\$6.21	¥	¥	Ą	\$4.38	\$6.56	ΨX	¥	¥
2-wire voice unbundled incoming only port with Caller ID		\$6.21	₹	₹	¥	<b>\$4</b> .38	\$6.56	¥	₹	≨
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		¥	₹	¥	¥	<b>57</b> .38	₹ Z	¥	ž	≨ :
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		¥	₹	₹	¥	¥	₹	≨	₹	≨
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	K	A A	Ϋ́	Ą	¥	¥	¥	¥	Ą	Ş
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	<b>-</b>	ž	ş	<b>≨</b>	¥	ž	ş	ş	ž	ž
(1004)										

2-wfre voice unbundled TN Bus 2-way Collerville and Memphis Local Calling Port (B2F)		<b>\$</b> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	818.94 NA NA N	3 3 3	\$18.14 \$18.06	NA \$25.52 \$11.34	NA \$26.94 \$12.76 NA	NA \$44.42	¥ ¥ \$
anual Service Order - 1st anual Service Order - 1st anual Service Order - Disconnect - 1st anual Service Order - Disconnect - Add¹l anual Service Order - Disconnect - Add¹l anual Service Order - 1st anual Service Order - 1st anual Service Order - 1st anual Service Order - Disconnect - 1st anual Service Order - Disconnect - 1st anual Service Order - Disconnect - 1st		<b>\$ \$ \$ \$</b> \$ <b>\$ \$ \$ \$ \$ \$ \$</b> \$ <b>\$</b> \$ <b>\$ \$</b>	\$18.94 \$8.42 NA NA NA NA NA NA NA NA NA NA NA NA NA	NA NA	\$18.14	\$25.52	\$26.94 \$12.76 NA	\$44.42	¥ × ×
anual Service Order - 1st anual Service Order - Disconnect - 1st anual Service Order - Disconnect - 1st  ft anual Service Order - Ist anual Service Order - 1st anual Service Order - Disconnect - 1st anual Service Order - Disconnect - 1st anual Service Order - Disconnect - 1st		<b>5233                                   </b>	X X X X	<b>\$ \$</b>	\$8.06	\$11.34	\$12.76 NA		<b>4</b>
anual Service Order - Add'I anual Service Order - Disconnect - Add'I anual Service Order - 1st anual Service Order - Disconnect - 1st anual Service Order - Disconnect - 1st anual Service Order - Disconnect - 1st		<b>5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5</b>	2 2 2 2	ž	9.5	45.	NA NA	64463	<b>\$</b>
anual Service Order - Disconnect - 1st enual Service Order - Disconnect - Add¹  tr  tr  anual Service Order - 1st anual Service Order - 1st anual Service Order - Add¹ anual Service Order - Disconnect - 1st anual Service Order - Disconnect - 1st anual Service Order - Disconnect - 1st		<b>5</b>	<b>\$ \$ \$</b>	≨		97070	£	20.416	
enual Service Order - Disconnect - Add'i  t  t  d'i  anual Service Order - 1st  anual Service Order - 1st  anual Service Order - Add'i  anual Service Order - Disconnect - 1st  anual Service Order - Disconnect - 1st  anual Service Order - Disconnect - Add'i		* * * * * * * * * * * * * * * * * * * *	<b>\$ \$ \$</b>		8C.UT	810.0		<u> </u>	<u> </u>
td'I anual Service Order - 1st anual Service Order - Add'I anual Service Order - Disconnect - 1st anual Service Order - Disconnect - Add'I		<b>333333333333333</b>	<b>≨ ₹</b>	≨	≨	≨	ž	≨	≨
tid! anual Service Order - 1st anual Service Order - Add'l anual Service Order - Disconnect - 1st anual Service Order - Disconnect - 1st		<b>5 5 5 5 5 5 5 5 5 5</b>	≨ ≨		00.00	46.76	VIV.	66.20	MA
td'i anual Service Order - 1st anual Service Order - Add'i anual Service Order - Disconnect - 1st anual Service Order - Disconnect - Add'i		<b>\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$</b> \$ \$ \$ \$	_	ž	90.20	20.73	<u>Ş</u>	30.63	<u> </u>
anual Service Order - 1st anual Service Order - 1st anual Service Order - Add'i anual Service Order - Disconnect - 1st anual Service Order - Disconnect - Add'i		<b>\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$</b> \$ \$ \$ \$		≨	₹	\$21.42	≨	\$36.24	ž
id! anual Service Order - 1st anual Service Order - Add'I anual Service Order - Disconnect - 1st anual Service Order - Disconnect - 1st anual Service Order - Disconnect - Add'I		<b>33333333333</b> 333	¥	¥	¥	\$21.42	≱	\$36.24	₹
idi! anual Service Order - 1st anual Service Order - Add'l anual Service Order - Disconnect - 1st anual Service Order - Disconnect - Add'l		<b>33333333333</b>	ž	ΑN	N.A	\$19.68	¥	ž	¥
anual Service Order - 1st anual Service Order - Add'I anual Service Order - Disconnect - 1st anual Service Order - Disconnect - Add'I		2 2 2 2 2 2 2 2 2 2 2 2 2	≨	ž	¥	\$19.68	¥	ž	₹
anual Service Order - Add'i anual Service Order - Disconnect - 1st anual Service Order - Disconnect - Add'i		<b>33333333</b> 3333	ž	ž	¥	\$25.52	ž	\$44.42	¥
anual Service Order - Disconnect - 1st anual Service Order - Disconnect - Add1		22222222	≨	ž	ş	\$11.34	٧N	\$14.63	¥
anual Service Order - Disconnect - Addi		<b>3333333</b>	¥	ž	ž	\$16.06	¥	¥N	AA.
		222222	ž	ž	ž	¥	VΝ	ΨN	¥
		<b>\$ \$ \$ \$ \$</b> \$	¥	ž	\$8.28	\$3.31	ΑN	\$3.03	ΑN
		22222	ž	ž	¥	\$3.06	¥	\$4.53	AN
NRC - Add (all types)		22222	ž	ž	ž	\$3.06	¥	\$4.53	¥
INRC - Disconnect Charge - 1st		<b>3 3 3</b>	ž	ž	≨	\$8.20	٧N	ΑN	ΑN
NRC - Disconnect Charge - Add'l	-	<b>3 3 3</b>	ž	ž	¥	\$8.20	ΝA	ΑA	¥
INRC - incremental Charge - Manual Service Order - 1st	¥ 	<b>≱</b> ₹	ž	ž	ž	\$25.52	¥	\$44.42	¥
=		4V	ž	ž	ž	\$11.34	¥	\$14.63	¥
nnect - 1st		5	ž	ž	≨	\$16.06	¥	¥	¥
_		ž	ž	¥	¥	¥	¥	¥	₹
4-Wire Analog VG Port, per month	_	\$9.14	\$8.47	ž	\$10.13	\$9.60	\$8.69	\$2.28	¥
	4A NA	\$5.86	\$17.16	¥	\$16.43	\$22.98	\$21.69	\$3.50	¥
		\$5.86	\$17.16	NA	\$16.43	\$22.98	\$21.69	\$3.50	¥
NRC - Disconnect Charge - 1st BFR		¥	٧N	NA	\$3.77	\$6.56	ž	ž	¥
		₹	¥	ΑN	\$3.77	\$6.56	ΑN	ž	¥
ual Service Order - 1st		ž	\$18.94	¥	\$18.14	\$25.52	\$26.85	ΑĀ	¥
INRC - Incremental Charge - Manual Service Order - Add'i SOMAN		ž	\$8.42	¥	\$8.06	\$11.34	\$12.67	NA A	ΑA
nnect - 1st		ΝA	¥	₹	\$8.94	\$16.06	ΨN	Ϋ́	¥
2-Wire DID Port, per month	P2 \$12.08	TBD	\$11.35	¥	\$13.12	\$14.63	\$12.36	\$12.08	\$12.68
		To	664.04	VIV.	860 28	683.00	\$81.84	650.00	BST GSST
NRC - 1st	930.00	Cal	6.104	5	07.604	20.02	5	2000	RST GSST
NBC - Add"	P2 \$18.00	TBD	\$61.91	ž	\$59.28	\$83.09	\$81.84	\$50.00	A4.3.1
NRC - Disconnect Charge - 1st	H	ž	ž	٧×	\$9.20	\$13.48	₹	ž	¥
INRC - Disconnect Charge - Add'l UEPP2	P2 NA	¥	ž	ž	\$9.20	\$13.48	¥	¥	ΑN
ual Service Order - 1st		ž	\$18.94	ž	\$18.14	\$25.52	\$26.94	ž	¥
		¥	\$8.42	ž	\$8.06	\$11.34	\$12.76	ž	ž
enect - 1st	AN	ž	₹	₹	\$10.39	\$16.07	ž	ž	≨
4.Wim DS4 Port w/DiD capability, per month	55	\$125.00	\$120.80	ž	\$149.27	\$146.46	\$123.65	\$130.23	\$120.00
	9	6113	600 44	42	685.63	£117.81	£116.59	00 095	To be
NRC - 1st	+	27.1	1	5	3		2001		Tobe
NBC - Addi	DD \$18.00	\$91.00	\$52.46	ž	\$50.23	\$71.18	\$69.92	\$60.00	negotiated
NRC - Disconnect Charge - 1st UEPDD	DD NA	Ą	ž	ž	\$8.82	\$12.94	¥	ΨV	NA NA
		¥	¥	¥	\$8.82	\$12.94	¥N	Ϋ́	¥

	2091	IV	0	45	3	•	N	CN	08	N
SUCKIPLION Incomental Chame - Manial Service Order - 1st	SOMAN	Į Ž	¥ X	\$18.94	ž	\$18.14	\$25.52	\$26.94	¥	₹
INTO - INCOME OF THE BOT - MARINE SOLVE - 181	10000					90	644.04	619.75	VIV	AM
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	¥	ž	\$8.42	¥	28.00	\$11.34	412.75	≨	ž
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	≨	¥	ž	¥	\$10.39	\$16.06	¥	₹	₹
2-Wire ISDN Port(2) (3), per month	U1PMA	\$16.42	\$13.00	\$13.47	\$12.33	\$23.33	\$51.91	\$24.50	\$33.74	\$1.90
ET- OR N	U1PMA	\$63.24	\$88.00	\$47.37	\$90.48	\$45.35	\$63.59	\$62.29	\$65.79	BST GSST A4.3.1
			8	2020	63 704	36 37 4	03 634	06 653	02 359	BST GSST
AIDS Planned Champ 444	OITING AMDIT	\$5.50 \$5.60	300	S AN	S V	2	\$7.04	AN	AN	ž
INKC - Disconnect Charge - 1st	ANG)	66.69	<u> </u>	44	2	2	27.04	Ý.	AN.	Ą
NRC - Disconnect Charge - Add I	NAME OF THE PERSON	40.09	\$ 3	20000	2 4	200	652.07	655 30	667.52	S A
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	81.0C*	ž	973.30	Ž	\$20.29	453.07	00000	467.52	2 2
NRC - Incremental Charge - Manual Service Order - Add I	SOMAIN	81.00	<u> </u>	473.30	<u> </u>	400.23	10:00	20.00	70.100	5
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	≨ 5	<b>§</b>	¥ ź	30.05	\$11.34	\$ \$	42	2 4
NRC - incremental Charge - Manual Service Order - Disconnect - Add I	SOMAN	/8.21¢	ž	ž į	Y S	20.00	\$C:116	2 2	2 2	2 2
NRC - User Profile per B Channel (4)	OTOMA	<u> </u>	ž	2 3	10.04	\$ 2	414	42	438 AB	42
2-Wire ISDN Port(2) (3) Including all available teatures, per monut	HPMA	<b>≨</b>  ₹	\$ 2	§ §	S S	¥ ¥	ž	¥ ×	\$106.40	ž
CAC - 181	AMON I	ΨN	Į.	4Z	ΨZ	ΑN	ΨN	ΨN	\$106.40	¥
MDC - Audi	NAMOS	ΨN.	Ą	AN	<b>AZ</b>	AN	ĄV	ΑN	\$67.52	ž
MDC Incremental Chame - Manual Service Order - Add'l	SOMAN	Ž	Ą	¥	Ą	¥	ž	¥	\$67.52	¥
The second of th	LIDMA	¥	Ž	Ą	Ą	Ą	¥	¥	\$36.01	¥
MDC 424	LIDIMA	ĄV	ĄZ	Ą	ΨZ	ΑN	Ą	¥	\$70.32	¥
NPC - Add!	U1PMA	¥	ž	ž	¥	ž	¥	¥.	\$70.32	¥
MDC - Incremental Chame - Manual Service Order - 1st	SOMAN	ž	ž	ž	ž	ž	ž	¥	\$67.52	Ϋ́Z
NPC - Incremental Chame - Manual Service Order - Add'l	SOMAN	ž	ž	≨	¥	¥	¥	¥	\$67.52	¥
4-Wire ISDN DS1 Port per month	UEPEX	\$186.02	ž	\$163.16	ž	\$194.72	\$213.21	\$179.75	\$214.79	\$308.00
NC - 1st	UEPEX	\$244.85	ž	\$186.80	ž	\$181.89	\$244.12	\$241.63	\$278.37	To be negotiated
ND - Addi	LIEPEX	\$244.85	\$	\$186.80	¥X	\$181.89	\$244.12	\$241.63	\$278.37	To be negotiated
NDC - Cieconact Charact - 1st	LIEPEX	\$51.19	ž	ž	ž	\$27.11	\$53.32	¥	¥	¥
NRC - Disconnect Charge - Add"	UEPEX	\$51.19	ž	ž	¥	\$27.11	\$53.32	¥	Ą	¥
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$54.75	ž	\$37.88	¥	\$33.18	\$51.03	\$53.89	\$65.48	¥
NRC - Incremental Charge - Manual Service Order - Add'i	SOMAN	\$54.75	ž	\$37.88	Ϋ́	\$33.18	\$51.03	\$53.89	\$65.48	¥¥
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$11.53	ž	≨	¥	\$7.73	15.8\$	ΨN	ΝA	ΑN
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'I	SOMAN	\$11.53	ž	ž	¥	\$7.73	\$8.51	NA	ΑΝ	NA
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	ž	ž	¥	\$275.48	NA	ΨN	ΝA	\$251.00	ΑN
NRC - 1st	UEPEX	Α¥	¥.	٧N	\$181.27	Ą	ž	ž	\$311.73	ž
NRC - Add'I	NEPEX	ΑN	¥	¥	\$116.42	Ϋ́	ž	¥	\$311.73	₹
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	ž	≨	≨	¥	Α¥	ΑN	٧N	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add"	SOMAN	≱	₹	¥	ΑN	¥	ΥN	ΑN	\$65.48	¥
2-Wire Analog Line Port (PBX), per month									30,00	8
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.18	\$2.35	51.90
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	21.90
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	3 UEPA2	\$2.07	ž	¥	ž	ž	ž	ž	Š	ž

8	DESCRIPTION	OSO	AL	F	ΥS	KY	T Y	MS	NC	၁၄	N
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	٧N	¥	¥	ş	\$2.20	¥	Y.	Ą	¥
F	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
<u> </u>	2-WRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE	UEPT2	ž	¥	ΑN	¥Z	Ą	٧N	¥	¥	\$1.90
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	≨	¥	ž	ž	¥	¥	V.	ΝA	\$1.90
F	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
F	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
H	2-WRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING	HEDYE	٩N	ΨN	٧N	\$2.61	Ą	Ą	¥ Z	₹	ď
T	2-WRE VOICE LINBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	≨	≨	ž	\$2.61	ž	ž	≨	¥	ž
F	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	¥	¥	¥	\$2.61	NA	¥	¥	¥	≨
	2-WRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	¥	Ą	N.	\$2.61	Y.	ž	¥	Ą	₹
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	Ν	ΝA	Ϋ́	N.	\$2.20	¥	ž	Ą	¥
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	¥	Ą	ž	Ą	¥	¥	Ą	ž	\$1.90
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	ž	¥	ž	Ą	\$2.20	¥	¥	Y.	¥
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	ž	¥	ΑN	NA	NA	\$2.11	¥	A.	ž
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	¥	¥	¥	N A	NA	\$2.11	Ą	NA	¥
F	2-WRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
	2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	N.	Y.	ΑΝ	¥	¥	\$2.35	¥
[	2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	Ą	ΥN	Ą	\$	NA	¥	¥	NA	\$1.90
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	Ą	ΨN	¥	Ą	Ą	¥	¥	Ą	\$1.90
П	TABLE CAME IN CAME CAME AND THE TABLE CAME	> 100									
7	UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLA									
$\Box$	LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
1	** Can	CEPPC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	Ą
T	2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$21.60	\$24.36	¥
$\Box$	LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	ž
F	LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	Ϋ́

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Attachment 2 Exhibit C Rates - Page 8

								200	91	4	7
	DESCRIPTION	nsoc	AL	7.	<b>5</b>	N. 200	5	2000	2000	36 404	NIA.
$\dashv$	LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$21.83	20.85	\$17.10	\$30.47	\$10.45	\$22.90	\$24.04	954.30	2 2
	LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.30	\$ 2
$\vdash$	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPTZ	\$21.83	\$38.00	\$17.16	\$30.47	\$10.43	\$22.96	\$24.04	\$24.30	<u> </u>
+	TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	מונוס	921.33	\$30.00	9	1	2	25.22			
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$21.93	ş	ž	¥	¥.	¥	ž	ž	¥
	2-WARE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA	115013	ĄN	ď	Ą	Ą	\$16.43	ž	ž	ž	ž
+	CALLING PORT	IFPID	\$21.83	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	ž
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE				1	4	414	9,4	42	δN.	4N
1	CALLING PORT	UEPTZ	≨	≨	≨	ž	≨	٤	<u> </u>	<u> </u>	<u> </u>
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBA TENNESSEE CALLING PORT	UEPTO	¥	ž	ž	ş	ž	¥	N A	¥	ž
$\perp$	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	¥
+	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	ž
1	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	<b>≨</b>
1	2-WRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	≨
T	2-WRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	ž
	2-WARE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	¥	ž	ž	\$36.47	N	N.	¥	ş	ž
+	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	¥	¥	¥	\$36.47	ž	ž	ž	¥	ž
T	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	Ν	¥	¥¥	\$36.47	ž	ž	≨	¥	ž
	2-WRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	Ą	VΝ	Ą	\$36.47	¥.	Ą	¥	ş	¥
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	Ą	¥	Y.	\$16.43	Ş	Ą	¥	¥ Y
<del> </del>	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	Ą
1-	2-WRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY	URPXM	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	ž
1	2-WRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL						-				
	ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	¥	¥	≨	¥	≨	≨	ž	ž	≨
<del>                                     </del>	2-WARE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	Š
<del>                                     </del>	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOLINT CALLING PORT	UEPXP	ž	ş	ş	ž	\$16.43	\$	Ą	N V	NA
<del>                                     </del>	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	¥	ž	ž	¥	Ą	\$22.98	¥	Ą	NA V
+	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL	IEOVD	AM	ΨN	ą z	δZ	Ą	86 225	Ą	¥	¥ Z
$\dagger$	SAME VOICE HABITADI ED 1 WAY OF ITCOING BRYMEASTIRED PORT	IIEPXS	\$21.93	00 888	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	¥
+	2-WINE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	¥	<b>₹</b>	≨	\$	¥	Ą	₹	\$24.36	N A
+	2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING	1200	Ala	VIA.	V.	AIN	ΨN	42	ų V	Ą	¥ 2
_	PORT	UEPAU	ž	ž	٤	Ş	٤	٤	5	٤	٤
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LENNESSEE REGIONSERV CALLING PORT	UEPXV	A.	Ą	Ą	¥	¥	Y.	¥	¥	ž
$\exists$	NRC - Add'I	10000	604 00	615.00	£17.1E	£36.47	£16.43	\$22 GR	\$21.60	\$24.36	ΦN
$\exists$	2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBA TRUIN - RESIDENCE	מצובס	97.33	3.5	2	1.00	21.01	455.32	200	20.1.2	5

-		COSI	V	<u>.</u>	₽B	ķ	4	MS	Ş	၁၄	Z
<u> </u>	I INE SIDE LINBLINDI ED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$21.83	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	¥
	I INE SIDE UNBUNDIED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$21.83	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	¥
<u> </u>	LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	¥
	LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	90.6\$	\$24.36	₹
Ė	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	¥
Ė	TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	₹
	2-WARE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING	I IEDA?	£21 93	ΨZ	Ą	Ą	Ą	Ą	ž	¥	ş
+	2 MADE VOICE INBLINDLED 2 WAY COMBINATION PRX LOUISIANA	00.72	8:13	<u> </u>	5		•				
	CALLING PORT	UEPL2	ž	≨	¥	N A	\$16.43	¥	¥	ž	₹
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$21.83	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	₹
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE				;	;	;			;	-
		UEPT2	ž	≨	₹	ž	≨	₹	¥	₹	ž
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	<b>¥</b>	ž	ž	ž	ş	ž	ş	ş	¥
1	2-WRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	Ą
<u> </u>	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	≨
L	2-WARE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	¥
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$21.83	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	ž
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	Ą
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING	l in	1	414	4	€3¢ 47	ΔN	ΨN	ΨN	ΦN	 4 2
1	PORT WITHOUT LUD	UEPYG-	2 2	\$ 2	S Z	\$37.47	¥ Z	₹ Z	Ž	ž	¥
#	2-WIRE VOICE UNBUNDLED PBX KENTLICKY PREMIUM CALLING PORT	UEPXH	5 ≥	ž	≨	\$38.47	ž	¥	ž	₹	¥
	2-WINE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT UID	UEPXJ	≨	¥	<b>½</b>	\$39.47	₹	ž	¥	¥	¥
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL	) XX		ş		ž	\$16.43	٩×	¥	¥	ž
Ļ	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY										
	ADMINISTRATIVE CALLING PORT	UEPXL	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	≨
	2-WARE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	¥
	2-WRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL FCONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	<b>\$</b>	¥	¥	ž	<b>≨</b>	Š	ž	ş	ş
	2-WRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOLINT ROOM CALLING PORT	UEPXO	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	¥
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL	GXGSI	42	42	ΨN	ĄN	\$16 43	ΑN	Ą	¥	¥
	2-WARE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY										
	CALLING PORT	UEPXQ	¥	¥	₹	¥	ž	\$22.98	<b>∀</b>	₹	₹
	2-WARE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	¥	ž	ž	¥	¥	\$22.98	¥	¥	ş
	2-WRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	¥
	2-WARE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS	UEPXT	₹	Ą	ş	ž	ž	Š	¥	\$24.36	¥
	2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	ž	Ą	ž	ΝΑ	Ϋ́	VΝ	¥	¥	¥
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV	) (XOUIT	ž	414	414	42	ΦN	4N	42	4 2	4N
	CALLING POR	OEPAV	<u></u>	Š	ž	5	٤	5	5	5	<u> </u>

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삥	DESCRIPTION	osn	AL	1	<u>\$</u>	X	5	2	2	ړ	E
$\top$	2 WADE VOICE LINE INDIED COMBINATION 2-WAY PRY TRUNK - Residence		\$6.21	≨	≨	¥	\$3.77	\$6.56	ž	ž	¥
$^{\dagger}$	LINE CIDE INDINIDI EN COMBINATION 2 MAY DRY TRINK - RISINESS		\$6.21	¥	ž	¥	\$3.77	\$6.56	ž	¥	ž
$\top$	LINE SIDE UNBONDEED COMBINATION STATES TO INDIAN ED COMBINATION OF TRAINING STATES STATES SIDE UNBONDED DAY TRAINING STATES STAT		\$6.21	¥	ž	ž	\$3.77	\$6.56	¥	ž	₹
1	LINE SIDE UNBLIND ED INCOMING PBX TRUNK - BUSINESS		\$6.21	ž	¥	¥	\$3.77	\$6.56	¥	¥	¥
$\perp$	I ONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		\$6.21	₹	ž	ž	\$3.77	\$6.56	¥	NA	¥
I	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA NA	¥.	NA	\$3.77	\$6.56	¥	¥	≨
I	SS		\$6.21	¥	¥	¥	23.77	\$6.56	¥	¥	≨
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		\$6.21	ž	ş	ş	ž	ş	Y.	NA	ž
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA		3		44	414	43.77	VIV.	ΨN	ΨN	Ą
	CALLING PORT		\$ 3	٤	5	Ş :		9		474	44
	2-WRE VOICE UNBUNDLED PBX LD TERMINAL PORTS 2 WARE VOICE UNBUNDLED 2 WAY COMBINATION DBX TENNESSEE		\$6.21	₹	₹	≨	1.2	8	ž	ž	ž
	CALLING PORT		ž	ž	₹	ž	¥	¥	¥	¥	ž
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING		414	414	VIV.	VIV	ΨN	ΨN	Ą	ΨN	Ą
	PORT		¥ 0	\$ 3	\$ 2	2 2	77 53	2 2	4	NA N	ĄZ
$\perp$	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		12.82	ž Ž	§ ₹	<u>S</u>	53.77	\$6.56	₹ ₹	₹ 2	₹
1	A MADE VOICE LINE INDICED BOX LO DOD TEDMINAL S DODT		\$6.21	AN A	ΨZ	ĄZ	\$3.77	\$6.56	ž	ž	ž
	2-WIRE VOICE UNBUIND ED BRX ID TERMINAL SWITCHBOARD PORT		\$6.21	≨	₹	¥	\$3.77	\$6.56	ž	ž	¥
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD		£6.21	42	ď Z	₹ Z	23.77	\$6.56	ž	ž	≨
$\pm$	2-WARE VOICE LINBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING										
			¥	¥	¥	¥	¥	¥	ž	¥	≨
L	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		¥	≨	¥	¥	ΑN	¥	¥	ž	₹
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		Ϋ́	¥	¥	N.	¥	₹	¥	ž	ž
	2-WARE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		Ą	N.	Š	N.	Ş	Ą	¥	Š	¥
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		¥.	<b>\$</b>	ž	Ş	\$3.77	Ą	NA	NA VA	N <sub>A</sub>
1	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY		\$6.21	≨	ž	¥	\$3.77	\$6.56	¥	¥	Š
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY			;		:		3	:	:	:
	ROOM CALLING PORT		\$6.21	≨	≨	ž	23.//	\$6.36	ž	₹	₹
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		¥	¥	¥	A V	Ą	Ą	ž	Ą	¥
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		\$6.21	NA	Ą	NA	\$3.77	\$6.56	Ā	Ā	ž
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		\$6.21	¥	Ą	NA	\$3.77	\$6.56	Ą	Ą	ž
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		₹	¥	ž	A.A.	NA	\$6.56	Y.	Ą	¥
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		¥	NA	¥	¥	N A	\$6.56	NA	Ą	N N
I	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		\$6.21	NA	¥	NA	23.77	\$6.56	NA A	¥	ΑN
	2-WARE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		Ą	NA	Ϋ́	ΑΝ	Ą	Ϋ́	Ą	Ϋ́	ž
	2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT		¥	¥	¥ Ž	₹	Š	N A	NA	Ą	NA A

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DES	DESCRIPTION	OSO	AP.	립	δA	¥	4	SM	Ų Ž	သူ	2
	2-WRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV		Ą	¥	ž	¥	ž	ž	ž	ž	ž
#	CALLING TON										
İ	NRC - Disconnect Charge - Add'l										
İ	2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		\$6.21	ΝA	¥	¥	\$3.77	\$6.56	¥	₹	¥
L	LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		\$6.21	¥	¥	¥	\$3.77	\$6.56	ž	₹	≨
	LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		\$6.21	Ą	₹	ž	\$3.77	\$6.56	¥	₹	¥
	LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		\$6.21	¥	ž	¥	\$3.77	\$6.56	ž	¥	₹
t	LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		\$6.21	ΝΑ	¥	¥	\$3.77	\$6.56	ž	₹	¥
t	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	٧×	¥Ν	NA	\$3.77	\$6.56	¥	¥	¥
T	TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	ΝĀ	٧N	ΑN	\$3.77	\$6.56	ž	₹	¥
T	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING						• • •				
	PORT		\$6.21	¥	≨	₹	≨	<b>₹</b>	≨	<b>₹</b>	ž
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA		ž	ž	ş	ž	\$3.77	¥	<b>≨</b>	ž	₹ Z
1	2-WARE VOICE UNBUNDLED PBX LD TERMINAL PORTS		\$6.21	¥	¥	¥	\$3.77	\$6.56	ΑA	ΝΑ	Ą
	2-WARE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE		≨	ž	¥Ν	ž	Ą	ΨN	ΑN	NA	¥
	2-WRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		ž	ΑN	VΝ	NA NA	Ϋ́	¥	¥	ş	Ą
$^{\dagger}$	2-WRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		\$6.21	¥	¥	¥	\$3.77	\$6.56	Ą	ΑN	NA A
t	2-WARE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		\$6.21	¥	₹	¥	\$3.77	\$6.56	ΑN	ΑN	NA NA
t	2-WRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		\$6.21	ž	¥	¥	22.6\$	\$6.56	ΝA	ΑN	¥
Ė	2-WRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		\$6.21	NA	¥	¥	11.E\$	95.9\$	Ϋ́	¥	ž
	2-WRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD		\$6.21	ž	ž	ž	53.77	\$6.56	ž	ž	ş
L	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING								:		
	PORT WITHOUT LUD		ž	¥	≨ :	¥	₹ :	ď.	¥ :	₹ :	<b>\$</b>
	2-WARE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		≨ :	¥.	≨ :	ž	¥.	Ž	ž	ž	2 4
	2-WRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		≨	≨	ž	₹	¥	<b>≨</b>	\$	\$	ž
	2-WRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA	Ą	¥	ž	ş	Ą	Ą	¥	Ą
	2-WRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		¥	٧N	ş	<u>4</u>	\$3.77	ž	¥	¥	Ą
	2-WARE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		\$6.21	¥	٧V	NA	\$3.77	\$6.56	Ą	Ą	¥
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		\$6.21	₹	ΨN	¥.	23.77	\$6.56	ž	ş	<b>₹</b>
	2-WRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL		Z	\$	Ž	\$	ΨN	¥	ž	ž	ş
	2-WATE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		\$6.21	\$	Ą	NA	\$3.77	\$6.56	¥	¥	¥
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		\$6.21	Š	ΨN	NA AA	22.5\$	\$6.56	Ą	ş	Ą
	2-WARE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		¥	ΝA	ΑN	¥	¥	\$6.56	NA	Ą	¥
<u> </u>	2-WARE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		¥	ΝA	ΨN	¥	ş	\$6.56	Ą	¥	Ą
t	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		\$6.21	NA NA	Α¥	NA	\$3.77	\$6.56	٧×	¥	Ą
	2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS		ž	Ş	ΝΑ	A A	ΥN	AN	ş	¥	Ą
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	DESCRIPTION  2.WARE VAICE LINELING FO DRY COLLERVILLE & MEMPHIS CALLING	3	1	2	5	Ž	S	2	2	,	2
	PORT		¥	<b>\$</b>	ž	ž	ž	¥	¥	ž	<b>≨</b>
	2-WARE VOICE LINBUNDLED 2-WAY PBX TENNESSEE REGIONSERV			•	-	:	;		:		•
$\pm$	CALLING PORT		<b>≨</b>	٤	٤	≨	≨	<b>≨</b>	ž	<b>£</b>	٤
1	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	≨	\$18.91	≨	\$18.14	\$25.52	\$26.94	\$41.86	ž
	NRC - Incremental Charge - Manual Service Order - Add1	SOMAN	\$12.97	ž	\$8.42	ž	\$8.06	\$11.34	\$12.76	\$14.46	¥
	INRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	ž	≨	ž	<b>18</b> 84	\$16.06	ž	¥	¥
	NRC - Incremental Charge - Manuel Service Order - Disconnect - Add1	SOMAN	\$0.48	≨	ž	≨	≨	ž	ž	ž	ž
		00000								100	
₹ 7	2-Wire Analog Line Port (PBX) including all available tentures, per month		<b>\$</b> :	<b>2</b>	2	≨ :	≨ :	<b>£</b> :	ž	/0.00	<b>S</b>
1	NAC - 186	Jeppi	<b>\$</b>  \$	2	ž	<b>2</b>	≨	<b>S S</b>	<b>5</b> 2	260.60	<b>\$ \$</b>
+	INTO THE PROPERTY OF THE PROPE		٤	5 3	5 2	٤	\$ 2	5 5	5	20 773	
+	INRC - Incremental Charge - Manual Service Order - 190 INRC - Incremental Charge - Manual Service Order - Add?	SOMAN	≨ ≥	≨   ≥	≨	≨	≨ ≥	≨	≨	\$14.46	5 ≥
2-1	2-Wire Analog Line Port (PBX) including three available features, per month	UEPPC	ž	ž	ž	ž	ž	ž	ž	\$5.38	ž
	NRC - 1st	UEPPC	ž	ž	ş	ž	ž	ž	ž	\$28.89	ž
E	NRC - Add'I	UEPPC	¥	¥	¥	ž	¥	¥.	¥	\$28.88	ž
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	¥	¥	ž	¥	ž	ž	ž	\$41.86	¥
	NRC - Incremental Charge - Manual Service Order - Add1	SOMAN	ž	≨	≨	<b>≨</b>	≨	ş	≨	\$14.46	≨
	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	A CALC	200	434	1	00.04	4	Can facture	47	Can factures	MA
¥	2-wire Analog nunung, per merun	X 1025	See free mee		5	67.00	2 2	See features	\$ \$	See features	\$ \$
#	NAC - 18	HIGGY STORY		1	<b>§</b> :	32.14	<b>\{</b>	See leatures	٤	See leatures	<b>\</b>
- -	INKC - Add I	Y09 IL	200 TOWNLINES	<b>\</b>	¥ 5	\$2.14	2	Sou leanures	\$ 2	Sou loanues	5 8
3			<b>46.08</b>	2	3.3	5.2	96.30	46.36	٤	11.7	Del Ceet
	NRC - 1st		\$21.83	ş	\$17.16	\$40.71	\$16.43	\$22.98	¥	\$24.75	A4.3.1
<u> </u>									:		BST GSST
	NRC - Add'i		\$21.83	≨ :	\$17.18	\$40.71	\$16.43	\$22.98	≨ :	\$24.75	A4.3.1
1	NKC - Usconned Charge - 1st		17.02	<u> </u>	٤	ž	2 3	90.00	ž	§ §	ž :
1	INIC - Disconnect Charge - Add	MANAO	17.00	ž	2	2	418 17	40.50	\$ 2	27.573	\$ \$
$\downarrow$	MINO THE STREET CHARGE - MARKET COUNTY CHARGE AAPT	NOMOS	642.03	<b>\</b>	50.5	<u> </u>	20 00	644.34	5 2	2777	5 5
1	MNC - Incommental Charms - Married Service Order - Necrobed - 1st	SOMAN	816 23	£ 3	75.08 VA	ž	80.00	816.0	S Z	AN	<u> </u>
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add1	SOMAN	\$0.48	ž	. ≥	ž	≨	ž	ž	ž	≨
E											
<b>≯</b>	4- Wire Coin Port, per month		ž	¥	<b>≨</b>	≨	¥	ž	\$2.59	¥	₹
$\frac{1}{2}$	NRC - 1st		ž	ž	ž	ž	≨ :	≨ :	\$21.60	ž	ž
#	NRC - Add'I		<b>£</b> 5	≨ ≥	≨ \$	≨ \$	≨ 2	<b>₹ ₹</b>	26.124 AV	<u> </u>	≨ \$
1	NRC - Decorded Charle - Add"		\$ \$	₹ ₹	₹ 2	<u> </u>	ž	ž	≨ ≥	S Z	\$ 2
L	NRC - Incremental Charge - Manual Service Order - 1st		ş	ž	ž	₹	ž	ž	\$26.94	ž	ž
	NRC - Incremental Charge - Manual Service Order - Add'l		ž	ź	ş	ş	¥	≨	\$12.76	ž	ž
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		ž	ž	ž	ž	ž	ž	ž	≨	≨
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		ş	ž	ž	≨	ž	ž	ž	₹	¥
VER	VERTICAL FEATURES										
	the contract of the Contract o	4	¥34	No add	41	No add	48 28	4	414	900	-
The	Local Switching Features offered with Port, Per month. Three Way Calling per month	<b>Y</b>	\$1.12	S A	Ž	NA	NA NA	\$132	\$0 B9	See #DOV6	2 2
	NRC		\$1.03	≨	ž	ž	ž	\$1.02	\$1.51	\$1.51	¥
<u> </u>	NRC - Disconnect		\$0.55	≨	≨	. ≥	≨	\$0.5466	ž	ž	ž
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Customer Changeable Speed Calling, per month NRC NRC	\$0.08	<b>3 3</b>	<b>\$</b>	≨≱	<b>\$</b>	\$0.0755	\$1.51 NA 80.09	\$1.51	<b>\$ \$ \$</b>
NRC NIEDO Discourse	\$1.03	ž	ž	ž	¥	\$1.02	\$1.51 NA	\$1.51	≨
PIO Discourage							¥N G		≨
INC. Decompos	\$0.55	≨	ž	<b>≨</b>	ž	\$0.5466	S	₹	
Call Walting	\$0.03	¥	¥	ž	¥	\$0.033	20.24	\$0.0665	≨
NRC	\$1.03	ž	¥	ž	¥	\$1.02	\$1.51	\$1.51	≨
NRC - Disconnect	\$0.55	ş	<b>≨</b>	₹	≨	\$0.5466	¥	ž	≨
Remote Activation of Call Fordwarding, per month	\$0.18	ž	¥	Ź	ž	\$0.4859	\$0.85	\$0.3743	≨
NRC	\$1.03	¥	ž	ž	¥	\$1.02	\$1.51	\$1.51	≨
NRC - Disconnect	\$0.55	¥	¥	ž	¥	\$0.5466	¥	ž	≨
Cancel Call Walting, per month	\$0.01	ş	¥	Ź	NA NA	\$0.0082	\$0.01	\$0.0099	ž
INRC	\$1.03	ş	¥	≨	₹	\$1.02	\$1.51	\$1.51	ž
NRC - Disconnect	\$0.55	ž	¥	¥	ž	\$0.5486	¥	¥	ž
Autometic Caliback, per month	\$0.29	ş	¥	ž	¥	\$0.9977	99.0\$	\$0.8015	¥
INRC	\$1.03	ş	¥	¥	¥	\$1.02	\$1.51	\$1.51	ž
NRC - Disconnect	\$0.55	¥	¥	¥	¥	\$0.5466	¥N	ΑN	ž
Automatic Recall, per month	\$0.28	ş	¥	¥	¥	\$0.3164	\$0.29	\$0.3102	¥
INRC	\$1.03	≨	¥	ž	¥	\$1.02	\$1.51	\$1.51	¥
NRC - Disconnect	\$0.55	ž	ž	ž	ž	\$0.5486	ž	ž	ž
Calling Number Delivery, per month	\$0.22	≨	ş	¥	¥	\$0.1817	\$0.33	\$0.3272	¥
INRC	\$1.03	<b>≨</b>	ž	ž	¥	\$1.02	\$1.51	\$1.51	¥
NRC - Disconnect	\$0.55	M	NA NA	¥	¥	\$0.5466	NA.	¥	ž
Calling Number Delivery Blocking, per month	\$1.17	NA	¥	¥	¥	\$0.9913	\$0.05	\$0.3684	¥
INRC	\$1.03	ž	ž	ž	¥	\$1.02	\$1.51	\$1.51	¥
NRC - Disconnect	\$0.56	M	NA	¥	¥	\$0.5466	¥	ž	¥
Customer Originated Trace, per month	\$0.14	NA	¥	¥	¥	\$0.1918	\$0.14	\$0.1402	≨
NRC	\$1.03	¥	¥¥	¥	¥	\$1.02	\$1.51	\$1.51	≨
NRC - Disconnect	\$0.55	¥	ş	ž	ž	\$0.5466	¥	ž	Ş
Selective Call Rejection, per month	\$0.13	¥	ž	¥	≨	\$0.1721	\$0.13	\$0.1528	≨
NRC	\$1.03	₹:	≨ :	≨ :	≨ :	\$1.02	\$1.51	\$1.51	≨ :
NRC - Disconnect	\$0.55	≨ :	≨ :	ž	≨ :	\$0.5466	YN S	¥	≨ :
Selective Call Forwarding, per month	80.08	ž	<b>≨</b>	ž	≨ :	20100	\$0.28	30.128/	≨ :
NRC	37.16	<b>\$</b>	≨ :	ž	<b>\</b>	20.16	10.16	10.14	٤
NRC - Disconnect	20.03	¥:	≨ :	<b>\$</b>	≨ :	20.0400	Y S	AN CO	≨ :
Selective Call Acceptance, per month	87.03	≨ \$	≨ \$	<b>S</b>	≨ ≨	\$0.4010	\$0.33	\$0.3283	≦ 3
NAC	37.16	<b>§</b>	٤	<b>\</b>	<u> </u>	90.5466	0.14	0.19	٤
MRC - Disconned Multiple Munt Barder (Botan)	8.08	٤	٤	٤	٤	80.00	٤	٤	٤
Construction for addition to north our month	\$0.11	¥	¥	Ž	¥	\$0.1271	\$0.14	\$0,1301	ž
INRC	\$1.03	≨	ž	ž	≨	\$1.02	\$1.51	\$1.51	≨
NRC - Disconnect	\$0.55	¥	¥	¥	¥	\$0.5486	٧×	NA NA	Ϋ́
Call Forwarding Variable, per month	\$0.0\$	¥	¥	₩	¥	\$0.0474	\$0.10	\$0.0768	¥
INRC	\$1.03	¥	¥	ΝA	¥	\$1.02	\$1.51	\$1.51	¥
NRC - Disconnect	\$0.55	¥	¥	٧×	¥	\$0.5466	¥	ž	₹
Call Forwarding Busy Line, per month	\$0.03	¥	ž	ž	≨	\$0.0279	<b>\$</b> 0.0 <b>\$</b>	\$0.0603	ž
INRC	\$1.03	ž	ž	ž	≨	\$1.02	\$1.51	\$1.51	ž
NRC - Disconnect	\$0.55	≨	≨	ž	ž	\$0.5466	ž	ž	ž
Call Forwarding Don't Answer All Calls, per month	\$0.03	ž	≨	≨	≨	\$0.0308	80.03	\$0.0855	≨
NRC	\$1.03	ž	ž	ž	ž	\$1.02	\$1.51	\$1.51	ž
NRC - Disconnect	\$0.55	<b>≨</b>	ž	₹	≨ :	\$0.5466	ž	<b>§</b>	≨ :
Remote Call Forwarding, per month	\$1.36	≨	ž	≨	≨ :	\$1.47	\$6.03	51.41	≨
NRC	\$1.03	ž	ž	≨	ž	\$1.02	\$1.51	\$1.51	≨
NRC - Disconnect	\$0.55	₹	ž	≨	≨	\$0.5466	≨	ž	ž

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DESCRIPTION	3000	£ 12	1 4	\$ 2	¥ Z	5 2	SO 1404	\$0.14	\$0.1382	. ≥
CAR ITANSPAT, per monur		\$1.03	ž	≨	ž	ž	\$1.02	\$1.51	\$1.51	≨
MBC - Discounsed		\$0.55	ž	ž	ž	ž	\$0.5466	ž	₹	ş
Call Hold par month		\$0.03	ž	≨	ž	ž	\$0.0190	\$0.15	\$0.0677	¥
INRC		\$1.03	ž	ž	ž	ž	\$1.02	\$1.51	\$1.51	≨
NRC - Disconnect		\$0.55	¥	ž	Ą	¥	\$0.5466	¥	<b>≨</b>	ž
Toll Restricted Service, per month		\$0.0 <b>\$</b>	¥	¥	¥	¥	\$0.0387	\$0.10	\$0.0743	ž
INFC		\$1.03	<b>≨</b>	¥	¥	ΑN	\$1.02	\$1.51	\$1.51	ž
NRC - Disconnect		\$0.55	ž	¥	ş	¥	\$0.5466	¥	ž	≨
Message Walting Indicator - Stutter Dial Tone, per month		\$0.03	¥	¥	¥	ž	\$0.0356	\$0.03	\$0.0318	ž
INFO		\$1.03	¥	¥	¥	ž	\$1.02	\$1.51	\$1.51	ž
NRC - Disconnect		\$0.55	¥	ž	ž	ž	\$0.5466	¥	ž	<b>\$</b>
Anonymous Call Relection, per month		\$0.83	¥	¥	¥	¥	\$0.9519	\$1.29	\$1.13	ž
NRC NRC		\$1.03	≨	ž	¥	¥	\$1.02	\$1.51	\$1.51	ž
NRC - Disconnect	•	\$0.55	ž	ž	ž	¥	\$0.5466	¥	ž	ž
Shared Call Appearances of a DN, per month		\$0.41	¥	¥	Ą	ž	\$0.5015	\$0.29	\$0.3513	ž
INRC		\$1.03	ş	ž	¥	¥	\$1.02	\$1.47	\$1.47	ž
NRC - Disconnect		\$0.55	¥	ž	¥	¥	\$0.5466	₹	ž	ž
Multiple Call Appearances, per month		\$0.00	¥	ž	¥	ž	\$0.0832	\$0.07	\$0.0891	₹
NRC		\$1.03	¥	¥	ž	≨	\$1.02	\$1.47	\$1.47	ž
NRC - Disconnect		\$0.55	¥	¥	ž	ž	\$0.5468	¥	ş	₹
ISDN Bridged Call Exclusion, per month		\$0.00	ş	ž	ž	¥	\$0.0013	\$0.0011	\$0.0013	¥
INC		\$1.03	ž	≨	ž	ž	\$1.02	\$1.47	\$1.47	¥
NRC - Disconnect		\$0.56	ž	ž	¥	ž	\$0.5466	¥	ž	¥
Call by Call Access, per month		\$28.29	¥	¥	¥	ž	\$50.89	\$19.83	\$0.3621	ž
INRC		\$28.94	¥	ž	ž	ž	\$28.61	\$33.33	\$33.36	ž
NRC - Disconnect		\$5.22	ş	ž	≨	ş	\$5.16	ž	≨	ž
Privacy Release, per month		\$0.01	ž	ž	≨	≨	\$0.0030	\$0.004	\$0.0118	≨ :
INRC		\$1.83	≨	≨	≨	≨ :	\$1.02	\$1.51	\$1.51	₹ :
NRC - Disconnect		\$0.55	ž	≨	<b>≨</b>	≨	\$0.5466	₹	<b>≨</b>	<b>≨</b>
Multi Appearance Directory Number Calts, per month		\$0.10	ž	ž	ž	ž	\$0.1115	\$0.13	\$0.1048	≨
INRC		\$1.03	ž	ž	≨	<b>≨</b>	\$1.02	\$1.51	\$1.51	≨
NRC - Disconnect		\$0.55	ž	<b>≨</b>	¥	≨	\$0.5466	¥	ž	≨ :
Make Set Busy, per month		\$0.01	ž	≨	<b>≨</b>	≨	\$0.0013	\$0.0020	\$0.0101	≨ .
NRC		\$1.03	ž	≨ :	≨ :	<b>\$</b>	\$1.02	10.14	10.14	¥ :
NRC - Disconnect		8.8	<b>\$ \$</b>	<b>§ §</b>	<b>\$</b>	≨	\$0.1071	\$0.26	\$0.2149	\$ \$
1 sen Service (Nee. Diel. Alenting Service), per month		S1 03	ž	ž	Ž	ž	\$1.02	\$1.51	\$1.51	ž
NRC - Disconnect		\$0.55	ž	ž	≨	ž	\$0.5466	ž	ž	ž
Code Restriction and Diversion, per month		\$0.0\$	ž	ž	ž	₹	\$0.0464	\$0.08	\$0.0708	ž
INRC		\$1.03	¥	¥	¥	ž	\$1.02	\$1.51	\$1.51	ž
NRC - Disconnect		\$0.55	ž	ž	≨	ž	\$0.5466	≨	ž	ž
Call Park, per month		\$0.04	ž	<b>≨</b>	≨	ž	\$0.0443	80 O\$	\$0.0694	₹
NRC		\$1.03	ž	≨	≨	ž	\$1.02	\$1.51	\$1.51	ž
NRC - Disconnect		\$0.55	<b>≨</b>	₹	≨	ž	\$0.5466	≨	₹	ž
Automatic Line, per month		<b>\$0.0\$</b>	≨	ž	ž	₹	\$0.1111	\$0.14	\$0.1179	≨
NRC		\$1.03	ž	≨	₹	₹	\$1.02	\$1.51	\$1.51	≨
NRC - Disconnect		\$0.55	ž	≨	≨	≨	\$0.5466	≨	ž	≨
Shared Domes, Number First And On Each Add! Terminal	DS1E1	TB0	TBO	TBD	TBD	TBO	TBD	TBD	TBD	TBD
Secondary Only On Shared/Non-Shared) First Appearance	LLDSF	TBD	TBD	TBO	TBD	TBO	TBD	TBD	TBD	TBO
Sacratudity Offiy of the restriction of the restric										

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DESCRIPTION	DS1E4	i E	TE CE	SE CE	TBD	TBO	TBD	TBD	TBD	180
Shared Securiority City Lith Text Appl Cit Each Ann 1 fellin	- 202	<u> </u>	TE C	SET COL	TBD	CEL	TBD	TBO	TBO	TBD
Shared NOT-ISUN UN	DS1FU	CEL CEL	180	180	180	TBD	CBL	180	TB0	180
Manual Evolution	DS1FM	<u>5</u>	180	2	<b>180</b>	<b>180</b>	TB0	<b>TBO</b>	TBD	180
Call Forwarding Variable Volce Or Voice/Date	TINCA	OBT	OBT	OBT.	TBD	TBD	TBD	TBD	T8D	TBD
Call Forwarding Variable - Date	Поср	OET	<b>18</b> 0	180	TBD	TBD	TBD	TBD	TBO	TBO
Call Forwarding Variable - Feature Button - Voice	GUXCF	OBT	<b>TBO</b>	OBT	OBL	CBT	CBL	TBO	TBD	TBD
Call Forwarding Variable - Feature Button - Data	CLPCD	OBL	TBD	OBT.	TBO	TBO	TBD	TBO	TBD	TBO
Call Forwarding Busy Line - Voice Or Volce/Data	TOCA	CBI	OBT	CBT	TBD	TBO	TBD	TBD	<b>TB</b> D	<b>TBO</b>
Call Forwarding Busy Line - Data	LLRCD	CIBL	TBO	TBD	TBD	TBD	TBD	TBO	TBO	180
Call Frwdng Busy Line-Prommbl-Voice Or Voice/Deta	MEAVA	TBD	TBO	TBD	TBO	180	TBD	TBD	TBO	<b>1</b> 80
Call Forwarding Busy Line - Programmable - Data	MARADE	CBT	TBD	OBT.	TBD	TBD	TBD	TBD	TBD	TBO
Call Forwarding Don't Answer - Voice Or Voice/Date	LLSCV	OET	OBT	<b>DBT</b>	TBD	TBD	OBT	Ŭ <b>B</b> I	TBD	TBD
Call Forwarding Don't Answer - Data	TINCD	08T	OBT	08T	Œ	TBO	OBT	TBO	TBD	TBD
Call Forwing Don't Answer Promymbie Voice Or Voice/Data	MeBVA	TBD	<b>TBO</b>	1BO	CBT	TBD	OBT	TBO	TBD	TBD
Call Forwarding Don't Answer - Programmable - Data	MeBDF	OBT	OBT	<b>TBO</b>	CBT	TBD	TBO	TBD	TBD	TBD
Call Fracing Multiple Simultaneous - Voice Or Voice/Data	Mecvs	<b>TBO</b>	OBT	<b>TB</b> 0	CBT	TBD	TBO	TBD	TBD	TBD
Call Forwarding Multiple Simultaneous - Data	MeCDS	TBO	9	<b>TBO</b>	CBT	TBD	OBT	TBD	TBD	TBD
Conference, Drop. Hold And Transfer	DS1FN	<b>JB</b>	TBO	OBT	TBD	TBD	OBL	TBD	TBD	TBO
Skr-Way Conference, Drop, Hold And Transfer	TTAGE	OBT	TBD	TBO	TBO	TBO	TB0	TBO	TBD	<b>TB</b> 0
Multi-Line Hunt Group - Voice Or Voice/Data	HTG	OBT	CBT	TBD	TBD	TBO	OBL	TBO	TBO	TB0
Multi-Line Hunt Group Data	HTGSD	TBD	TBO	TBD	TBO	TB0	TBD	TBD	TBD	TBD
Speed Calling	nszn	TBO	TBD	TBD	TBD	TBO	TBO	TBO	TBO	TBO
Visual Message Walting Indicator	FLAVP	TBD	TBO	TBD	TBD	TBD	<b>TB</b> O	<b>18</b> 0	<b>TB</b> 0	TBO
Audible Message Walting Indicator	MWW	CBT	TBD	CBT	TBD	TB0	TBD	TBO	TB0	TBD
Additional Call Appearance, PDN Or DN	DS1FG	TBO	TBO	TB0	TBO	TBD	TBO	<b>TB</b> 0	TB0	TBD
Call Tracing	NST	TBO	TBO	TBO DBT	TBO	180	TBO	тво	TBO	<b>TB</b> 0
Call Return	NSS	<b>180</b>	OBT	Œ	TBD	TBD	TBO	TB0	TBO	180
Preferred Call Forwarding	NCE	OBT.	<b>6</b>	<b>DE</b>	TBO	180	TBO	TBD	TB0	180
Call Block	NSA	<b>6</b>	<b>180</b>	CBI	TBO	TBO	180	180	180	TBO
Repeat Dialing	OSN	280	<u>6</u>	<b>TBO</b>	<b>180</b>	081	<b>180</b>	TBD	180	180
Per Line Blocking For Agencies/Law Enforcement	NOB	<u>6</u>	180	<b>DEL</b>	9	OBL I	IBO	08	OB.	180
Per Line Blocking For Non-Pub Customers	NOBON	9	QE I	9		OB C	081		082	081
Per Line Blocking For General Public	NORTH THE			2			Cat			000
Per Line Blocking For Non-Pub, And Non-Listed Customer	CANDON	9				3 2	3 2	2	2	200
Per Line Blocking For Northfue Customers	SASON	2 2			OR L	TBD	TBD	LBO	TBD	TBD
Call Return Denial Of Per Activation	BCR	180	180	<b>TBO</b>	180	TBD	TBD	TBD	TBD	180
Repeat Dialing, Denial Of, Per Activation	BRD	TBO	OBT	TBO	TBD	TBD	CBT	TBD	TBD	TBD
Automatic Line/Direct Connect	MEGNE	TBO	ТВО	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy	CHARRAPD	<b>TBO</b>	TBO	TBO	TBO	Œ	180	TBO	<b>TBD</b>	<b>6</b>
Selective Call Acceptance	M6K16	9	9	9	OBL	TBD	180	OBL	TBD	180
Call Part/Call Retrieve	Met the	0	9	180	081	081	080	081	081	180
Call Transfer System Exception	OTD844			OF		200	180		200	200
Make Set Busy – intragroup	MOMO	2 6	082	001	000		Car	Tan	CaT	Tec
All Customized Code Restrictions	CAEA	2 2	9	Car			200	2 2		Car Car
Additional Listings	130					200	TBO	TBD	TBD	3 5
Additional Listing No Mare			2	200	Car	CEL	TBD	TRO	CEL	TBO
Cross raredered Listing	No			2	Tel.	CEL	TBO	CBT	TE CE	E L
NOT-PUD LISTING NO KIRG	2 = 3	<b>E E</b>	2 2			180	TBD	TBO	TBO	180
Non-List Listing No Barte	Z	180	180	TBO	180	TBO	TBD	180	TBD	TBD
Afternate Call Listing	FNA	TBD	TBD	TBD	TBO	TBD	TBD	TBD	TBD	TBD
Manual Service Order Charge	SOMAN	TBD	TBD	TBD	TBO	TBD	TBO	TBD	TBD	180
All Selective Class Of Call Screening	SRG++	TBO	TBD	TBD	TBD	TBD	TBD	TBD	TBD	780
n										

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DESCRIPTION	080C	٧٢	12	3	¥	5	SIE	Ş	သွ	Y
ISDN Message Waiting Indication-Lamp, per month		\$0.01	¥	¥	¥	¥	\$0.0105	\$0.0107	\$0.0138	ž
NRC		\$1.03	ž	¥	¥	¥	\$1.02	\$1.47	\$1.47	¥
NRC - Disconnect		\$0.55	ž	¥	٧N	٧N	\$0.5466	¥	¥	ž
ISON Feature Function Buttons		Ź	ž	ž	¥	Ž	¥	¥		
INRC		\$1.03	¥	¥	W	٧N	\$1.02	\$1.51	\$1.51	ž
NRC - Disconnect		\$0.55	ş	<b>≨</b>	₩	ž	\$0.5466	¥	¥	¥
Subsequent Ordering Charge - (per order, per line)		ž	ž	ž	ž	ž	ž	ž		
NRC - Electronic - 1st		\$2.88	ž	ž	≨	≨	\$2.84	\$5.42	\$1.36	Ź
NRC - Electronic - Add'i		96.0 <b>\$</b>	ş	ž	¥	¥	\$0.95	\$0.95	\$0.71	Ş
NRC - Manual - 1st		<b>24</b> .80	<b>≨</b>	ž	¥	ž	<b>\$1.73</b>	\$1.89	\$7.35	ž
NRC - Manual - Add'i		<b>\$0.96</b>	<b>≨</b>	ž	¥	¥	\$0.95	ž	\$0.95	≨
NRC - Disconnect		\$2.88	¥	ž	¥	Ş	\$2.84	ž	¥	ž
End Office Switching (Port Usage)										
End Office Switching Function, per mou	¥	\$0.0018	\$0.0175	\$0.0016333	\$0.002562	\$0.0021	\$0.0023771	\$0.0017000	\$0.0019295	\$0.0019
End Office Switching Function, add" mou (5)	N/A	¥	\$0.00\$	¥	¥¥	ž	¥	ž	¥	¥
End Office Interoffice Trunk Port—Shared, per mou	Y.	\$0.0002	¥	\$0.0001564	¥	\$0.0002	\$0.0001927	ž	\$0.0002581	ž
Tandem Switching (Port Usage) (Local or Access Tandem)										
Tandem Switching Function per mou	×Ν	\$0.00083	\$0.00029	\$0.0006757	\$0.001096	\$0.0008	\$0.0007834	\$0.000	\$0.0006843	\$0.000676
Tandem Interoffice Trunk Port - Shared per mou			ž	\$0.0002126	¥	\$0.0003	\$0.0002834	≨	\$0.0004034	¥
NOTES:										
1 Port rate includes all available features.										
2 Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-										
Channels associated with 2-wire ISDN ports.										
3 Access to B Channel or D Channel Packet capabilities will be avail- able only										
through BFR/New Business Request Process. Rates for the perchet capabilities						•				
will be determined via the Bona Fide Request/New Business Request Process.										
4 This rate element is for those states which have a specific rate for User Profile par B Channel.										
5 This rate element is for use in those states with a different rate for additional										
MYNIGES Of USE.										

### **Attachment 3**

**Network Interconnection** 

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The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

### 1. Network Interconnection

All negotiated rates, terms and conditions set forth in this Attachment pertain to the provision of network interconnection.

- Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.
- 1.2 CLEC-1 must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of CLEC-1's originated local and intraLATA toll traffic and for the receipt and delivery of transit traffic. If CLEC-1 chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, CLEC-1 must establish Points of Interconnection at all BellSouth access and local tandems where CLEC-1 NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and CLEC-1 End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is CLEC-1's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).
- 1.2.1 In order for CLEC-1 to home its NPA/NXX(s) on a BellSouth Tandem, CLEC-1's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the Local Exchange Routing Guide (LERG) as it is revised from time to time.
- 1.3 A Point of Presence (POP) is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining

access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

- 1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and CLEC-1's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:
  - 1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
  - 2. It is a point where BellSouth and CLEC-1 can verify and maintain specific performance objectives.
  - 3. It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
  - 4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.
- 1.5 The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. CLEC-1's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem apply only to CLEC-1-originated local and local originating and terminating transit traffic.
- 1.6 CLEC-1, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth.

  The Point of Interface may not necessarily be established at the Point of Interconnection.
- 1.7 BellSouth, at its option, shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to CLEC-1 for call transport and termination by CLEC-1. The Point of Interface may not necessarily be established at the Point of Interconnection.
- 1.8 <u>Interconnection via Leased Dedicated Transport Facilities</u>
- 1.8.1 The originating Party may purchase Local Channel facilities from the terminating Party from the originating Party's specified Point of Interface to its serving wire

center. The Parties agree that charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

- 1.8.2 Additionally, either Party may purchase Dedicated Interoffice Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.
- 1.8.3 For the purposes of this Attachment, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.
- 1.8.4 For the purposes of this Attachment, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.
- 1.8.5 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.
- 1.9 Fiber Meet
- 1.9.1 Fiber Meet is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point of Interface).
- 1.9.2 If CLEC-1 elects to interconnect with BellSouth pursuant to a Fiber Meet, CLEC-1 and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, CLEC-1's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire Center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

- 1.9.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").
- 1.9.4 CLEC-1 shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the CLEC-1 Interconnection Wire Center ("CLEC-1 Wire Center").
- BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable CLEC-1 to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to BellSouth).
- 1.9.6 CLEC-1 shall deliver and maintain such strands wholly at its own expense. Upon verbal request by CLEC-1, BellSouth shall allow CLEC-1 access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.9.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.9.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.9.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

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### 2. Interconnection Trunking Architectures

- 2.1 BellSouth and CLEC-1 shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement.
- Any CLEC-1 interconnection request that deviates from the standard trunking architectures as described in this Agreement that affects traffic delivered to CLEC-1 from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require CLEC-1 to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.
- All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 not addressed in Exhibit A shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' local and intraLATA toll traffic only, excluding trunking that carries Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. CLEC-1 shall be responsible for ordering and paying for any two-way trunks carrying transit traffic. Furthermore, CLEC-1 shall be responsible for the compensation for two-way trunking that it orders for its local and intraLATA toll but utilizes unidirectionally.
- 2.4 Switched Access traffic will be delivered to and by IXCs based on CLEC-1's NXX Access Tandem homing arrangement as specified by CLEC-1 in the national Local Exchange Routing Guide (LERG).
- 2.5 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 2.6 In cases where CLEC-1 is also an IXC, the IXC's Feature Group D (FG D) trunking must remain separate from the local interconnection trunking.
- 2.7 Two-Way Trunking Requirements:

The following requirements apply to two-way trunking that carries the Parties local and intraLATA toll.

- 1. CLEC-1 will initiate two-way trunk request. The use of and quantity of two way trunking shall be mutually agreed upon and shall be jointly provisioned.
- The Point of Interface will be located at a mutually agreed location or point designated by BellSouth. If an agreement cannot be reached on the location of the Point of Interface, each company will establish its own Point of Interface and order one-way trunks.
- 3. BellSouth and CLEC-1 will jointly review the trunk forecast, as needed, on a periodic basis, or at least every six (6) months.
- CLEC-1 will order trunks using access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and CLEC-1.
- 5. BellSouth and CLEC-1 must agree on traffic engineering parameters that will be used in the engineering of the trunk groups.
- BellSouth and CLEC-1 must agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.
- 7. Establishing a two-way trunk group does not preclude BellSouth or CLEC-1 from adding one-way trunk groups within the same Local Calling Area.
- 8. For technical reasons, two-way trunk groups may not be ordered to a BellSouth DMS100 Local Tandem or DMS100 End Office.
- 9. BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Point of Interface, and CLEC-1 will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Point of Interface.

### 2.8 <u>BellSouth Access Tandem Interconnection Architectures</u>

2.8.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

### 2.8.2 Basic Architecture

2.8.2.1 In this architecture, CLEC-1's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between CLEC-1 and BellSouth access tandem(s) within a LATA.

This group carries intratandem Transit Traffic between CLEC-1 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which CLEC-1 desires interconnection and has the proper contractual arrangements. This group also carries CLEC-1 originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to CLEC-1. The Two-way Trunking Requirements described in this Attachment do not apply to this architecture. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing a tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

### 2.8.3 One-Way Trunking Architecture

2.8.3.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries CLEC-1-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for CLEC-1 endusers. A third two-way trunk group is established for CLEC-1's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between CLEC-1 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which CLEC-1 desires interconnection and has the proper contractual arrangements. This group also carries CLEC-1 originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunking Architecture is illustrated in Exhibit C.

### 2.8.4 Two-Way Trunking Architecture

2.8.4.1 The Two-Way Trunking Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between CLEC-1 and BellSouth. To establish this architecture, CLEC-1 and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. In addition, a two-way transit trunk group must be established for CLEC-1's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between CLEC-1 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which CLEC-1 desires interconnection and has the proper contractual arrangements. This group also carries CLEC-1 originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and

intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunking Architecture is illustrated in Exhibit D.

### 2.8.5 <u>Supergroup Architecture</u>

In the Supergroup Architecture, the Parties Local and IntraLATA Toll and CLEC-1's Transit Traffic is exchanged on a single two-way trunk group between CLEC-1 and BellSouth. To establish this architecture, CLEC-1 and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. This group carries intratandem Transit Traffic between CLEC-1 and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which CLEC-1 desires interconnection and has the proper contractual arrangements. This group also carries CLEC-1 originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

- BellSouth Multiple Tandem Access (MTA) provides for LATA wide BellSouth transport and termination of CLEC-1-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, CLEC-1 must still establish Points of Interconnection at all BellSouth access tandems where CLEC-1 NXXs are "homed". If CLEC-1 does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, CLEC-1 can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where CLEC-1 does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.
- 2.10 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on CLEC-1's NXX Access Tandem homing arrangement as specified by CLEC-1 in the national Local Exchange Routing Guide (LERG).
- For CLEC-1-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 2.12 The Parties agree that compensation for the BellSouth transport and/or termination of CLEC-1's local and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for local traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.
- 2.13 To the extent CLEC-1 does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, CLEC-1 must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent CLEC-1 does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent CLEC-1 routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, CLEC-1 agrees to pay BellSouth the associated transport and termination charges.
- 2.14 BellSouth End Office Interconnection

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- 2.14.1 CLEC-1 may establish interconnection at BellSouth end offices for the delivery of CLEC-1 originated local and intralata toll traffic destined for BellSouth end-users served by that end-office.
- When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to CLEC-1, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows it's traffic. The overflow will be based on the homing arrangements CLEC-1 displays in the LERG. Likewise, if CLEC-1 interconnects to a BellSouth end office for delivery of CLEC-1 originated traffic, CLEC-1 will overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.
- 2.14.3 The Parties shall utilize direct end office trunking under the following conditions:
  - (1) Tandem Exhaust If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between CLEC-1 and BellSouth's subscribers.
  - (2) Traffic Volume -To the extent either Party has the capability to measure the amount of traffic between a CLEC-1 switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a CLEC-1 switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between CLEC-1's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
  - (3) Mutual Agreement The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

### 2.15 Local Tandem Interconnection.

2.15.1 This interconnection arrangement allows CLEC-1 to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of CLEC-1-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network

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providers who have also established Points of Interconnection at those BellSouth local tandems.

- 2.15.2 When a specified local calling area is served by more than one BellSouth local tandem, CLEC-1 must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, CLEC-1 may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. CLEC-1 may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where CLEC-1 does not choose to establish a Point of Interconnection. It is CLEC-1's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to CLEC-1's codes. Likewise, CLEC-1 shall obtain its routing information from the LERG.
- 2.15.3 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, CLEC-1 must also establish Points of Interconnection to BellSouth access tandems within the LATA on which CLEC-1 has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)
- 2.15.4 BellSouth's provisioning of local tandem interconnection assumes that CLEC-1 has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

### 3. Network Design And Management For Interconnection

Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

- Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- Ouality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.
- 3.6 <u>Signaling Call Information</u>. BellSouth and CLEC-1 will send and receive 10 digits for local traffic. Additionally, BellSouth and CLEC-1 will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

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- Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for the Parties to provide as accurate reciprocal trunking forecasts as possible to each other, each Party must timely inform the other Party of any known or anticipated events that may affect reciprocal trunking requirements. If either Party is unable to provide such information, The Parties shall provide reciprocal trunking forecasts based only on existing trunk group growth and annual estimated percentage of subscriber line growth.
- 3.7.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecasts of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions Part A of this Agreement.
- 3.7.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.
- For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

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### 4. Local Dialing Parity

4.1 BellSouth and CLEC-1 shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and CLEC-1 shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

### 5. Interconnection Compensation

- 5.1 <u>Compensation for Call Transportation and Termination for Local Traffic</u>
- 5.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.
- The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating local traffic on each other's network. The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.
- For the purposes of this Attachment, Common (Shared) Transport is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.
- For the purposes of this Attachment, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

- 5.1.5 For the purposes of this Attachment, **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- If CLEC-1 utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from CLEC-1 for transport and termination of BellSouth originated traffic, BellSouth will pay CLEC-1 no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where CLEC-1 receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the CLEC-1 terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate CLEC-1 at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by CLEC-1 as defined in this Attachment.
- 5.1.7 Neither Party shall represent access services traffic (e.g. Internet Protocol (IP) Telephony, FGA, FGB, etc.) as Local Traffic for purposes of payment of reciprocal compensation.
- 5.1.8 The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. For the purpose of delivery of BellSouth originating traffic to CLEC-1, BellSouth will pay to CLEC-1 reciprocal compensation for Local Traffic terminating to CLEC-1 end users physically located in the BellSouth rate center to which the CLEC-1 end user's NPA/NXX is assigned. If CLEC-1 assigns NPA/NXXs to specific BellSouth rate centers and assigns numbers from those NPA/NXXs to CLEC-1 end users physically located outside of the rate center to which the NPA/NXX is assigned, BellSouth traffic originating from within the BellSouth rate center where the NPA/NXX is assigned and terminating to a CLEC-1 customer physically located outside of such rate center, and at a location toll to the BellSouth originating rate center, shall not be deemed Local Traffic, and no compensation from BellSouth to CLEC-1 shall be due therefor. Further, CLEC-1 agrees to identify such traffic to BellSouth and to compensate BellSouth for originating and transporting such traffic to CLEC-1 at BellSouth's tariffed intrastate switched access rates. In addition, CLEC-1 should not use NPA/NXXs to collect BellSouth originated local or intraLATA toll traffic and for delivery to a point outside the LATA from where the originating NPA/NXX rate center resides.
- If CLEC-1 does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole CLEC-1 NPA/NXXs on which to charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if CLEC-1 can provide sufficient information for BellSouth to determine whether said traffic is local or toll.

- 6.2 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, each Party shall provide a positive report updating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- Percentage Interstate Usage. In the case where CLEC-1 desires to terminate its local traffic over or co-mingled on its switched access Feature Group D trunks, CLEC-1 will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to CLEC-1. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and CLEC-1 shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

### 5.5 <u>Rate True-up</u>

This section applies only to North Carolina and Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

- 5.5.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.
- The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.
- A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
  - (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
  - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
  - (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

### 5.6 Compensation for IntraLATA Toll Traffic

- 5.6.1 <u>IntraLATA Toll Traffic</u>. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.
- 5.6.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If CLEC-1 is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses CLEC-1 as an interexchange carrier on a 101XXXXX basis, BellSouth will charge CLEC-1 the appropriate BellSouth tariff charges for originating switched access services.
- 5.6.3 <u>Compensation for 8XX Traffic</u>. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.
- 5.6.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format for a fee of \$0.013 per record.
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  8XX Access Screening. BellSouth's provision of 8XX TFD to CLEC-1 requires interconnection from CLEC-1 to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. CLEC-1 shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that CLEC-1 desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.
- 5.7 <u>Mutual Provision of Switched Access Service</u>
- 5.7.1 <u>Switched Access Traffic</u>. Switched Access Traffic is as defined in the BellSouth Access Tariff. Additionally, IP Telephony traffic will be considered switched access traffic.
- When CLEC-1's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge

will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

- Where either Party has been notified that the other Party has a Billing Guarantee Practice, each Party so notified (the Initial Billing Party or the recording Party) will be held liable for any access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other Party. Each Party will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the Parties.
- 5.7.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 5.7.5 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 5.7.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 5.7.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 5.7.8 The Initial Billing Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 5.7.9 CLEC-1 agrees not to deliver switched access traffic to BellSouth for termination except over CLEC-1 ordered switched access trunks and facilities.

- 5.8 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for CLEC-1's transit traffic. Transit traffic is traffic originating on CLEC-1's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to CLEC-1's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access transit traffic presumes that CLEC-1's end office is subtending the BellSouth Access Tandem for switched access traffic to and from CLEC-1's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB) procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 5.8.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that CLEC-1 is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to CLEC-1. CLEC-1 agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of CLEC-1. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.
- 5.9 <u>Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs).</u> ESP/ISP traffic shall not be included in the interconnection compensation arrangements of this Agreement.

### 6. Frame Relay Service

In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and CLEC-1's frame relay switches as set forth below. The following provisions will

apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which CLEC-1 is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between CLEC-1 and BellSouth Frame Relay Switches in the same LATA.

- The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- Upon the request of either Party, such interconnection will be established where BellSouth and CLEC-1 have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.
- 6.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 6.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- 6.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 6.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, CLEC-1 may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies CLEC-1 that it has found that this method does not adequately represent the PLCU.

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- 6.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and CLEC-1 will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. CLEC-1 will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of CLEC-1's PLCU.
- The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and CLEC-1 will pay, the total non-recurring and recurring charges for the NNI port. CLEC-1 will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by CLEC-1's PLCU.
- Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- For the PVC segment between the CLEC-1 and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 6.9 Compensation for PVC rate elements will be calculated as follows:
- 6.9.1 If CLEC-1 orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the CLEC-1 Frame Relay switch, BellSouth will invoice, and CLEC-1 will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and CLEC-1 Frame Relay switches. If the VC is a Local VC, CLEC-1 will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to CLEC-1 for the PVC segment.
- 6.9.2 If BellSouth orders a Local VC connection between a CLEC-1 subscriber's PVC segment and a PVC segment from the CLEC-1 Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and CLEC-1 will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and CLEC-1 Frame Relay switches. If the VC is a Local VC, CLEC-1 will then invoice and BellSouth will pay the total non-recurring and

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recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to CLEC-1 for the PVC segment.

- 6.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 6.9.4 If CLEC-1 requests a change, BellSouth will invoice and CLEC-1 will pay a Feature Change charge for each affected PVC segment.
- 6.9.4.1 If BellSouth requests a change to a Local VC, CLEC-1 will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 6.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 6.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 6.10 CLEC-1 will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 8.5.3 above.
- 6.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 8 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

### 7. Remote Access Server (RAS) Network Interconnection

7.1 The Parties agree that the Remote Access Server (RAS) is a specialized internet traffic concentration device designed to concentrate traffic to specific Internet Service Providers (ISPs), and as such is telecommunications equipment, but is not

an end office switch or equivalent facility, and thus is not subject to call transport and termination requirements under FCC Rule 51.711.

- 7.2 The Parties further agree that the purpose of the CLEC-1 RAS service offering is to move Internet traffic off the Public Switched Telephone Network (PSTN) terminating end office switch.
- 7.3 CLEC-1 shall configure CLEC-1's RAS device in such a manner as to eliminate the provisioning of enhanced services as defined by the Federal Communications Commission, such as but not limited to, user authentication, security, usage measurement, billing control and protocol conversion.
- 7.4 BellSouth agrees to deliver BellSouth originated and transit traffic intended for CLEC-1's end users to CLEC-1's RAS device pursuant to the terms and conditions of this Agreement.
- 7.5 NPA/NXX Code Assignment and Homing
- 7.5.1 CLEC-1 shall assign unique NPA/NXXs to CLEC-1's RAS specifically for Internet traffic routing purposes.
- 7.5.2 CLEC-1 shall home its NPA/NXX(s) on the BellSouth Tandem serving the Exchange Rate Center to which CLEC-1assigns CLEC-1's RAS NPA/NXX(s). The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the LERG.
- 7.6 Direct Trunks Between CLEC-1's RAS And BellSouth End Offices
- 7.6.1 The Parties shall utilize direct end office to RAS trunks pursuant to the following conditions:
- 7.6.1.1 Tandem Exhaust If a BellSouth tandem through which CLEC-1 is interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the BellSouth tandem capacity shortage and ensure completion of traffic between CLEC-1's and BellSouth's subscribers.
- 7.6.1.2 CLEC-1 agrees to order, install and retain direct end office to RAS trunks sufficient to handle actual and reasonably forecasted traffic exceeding a single DS1 of traffic per month.
- 7.6.1.3 CLEC-1 also agrees to order direct end office to RAS trunks within 30 days of a request by BellSouth if the end office traffic is exceeding or is forecasted to exceed a DS1 of traffic. If CLEC-1 does not order direct trunks within those 30 days, CLEC-1 agrees to pay to BellSouth, beginning the following month, the

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common transport, tandem switching and tandem shared trunk port per minute of use rates reflected in Exhibit A of this Agreement for traffic delivered to CLEC-1's RAS via BellSouth's tandem switch until such direct trunks are activated.

- 7.6.1.4 CLEC-1 shall install additional capacity between BellSouth end offices and CLEC-1's RAS devices when overflow traffic between end offices and a RAS device exceeds or is reasonably forecasted to exceed a single DS1 of traffic per month.
- 7.6.1.5 The Parties may install direct end office to RAS trunks upon mutual agreement.
- 7.7 Trunks Between a RAS and Tandem Switches
- 7.7.1 Pursuant to the preceding paragraphs regarding direct trunks between a RAS and the originating end offices, the CLEC-1 agrees to order, install and retain trunking to the BellSouth tandem switch sufficient to handle actual and forecasted traffic volumes routed to CLEC-1's RAS via the BellSouth tandem.
- 7.7.2 CLEC-1 shall order and establish the necessary trunk groups to each BellSouth tandem switch on which CLEC-1 has homed CLEC-1 NPA/NXXs for transit traffic and traffic between CLEC-1 and BellSouth and as defined in the LERG.
- 7.7.3 A RAS Point of Interface is the physical telecommunications interface between BellSouth and CLEC-1's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the RAS Point of Interface is to serve as the terminus for the interconnection service.
- 7.7.3.1 At a minimum, CLEC-1 must establish a RAS Point Of Interface at each BellSouth access tandem serving an Exchange Rate Center to which CLEC-1 has assigned a RAS NPA/NXX in the LATA.
- 7.7.3.2 CLEC-1 agrees to establish, within four months of a request of BellSouth, a Point Of Interface at a BellSouth end office or tandem switch location where the traffic to CLEC-1's RAS has reached or is forecasted to reach one DS3 or more within six months.
- 7.7.3.3 The RAS Point of Interface has the following main characteristics:
- 7.7.3.3.1 It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
- 7.7.3.3.2 It is a point where BellSouth and CLEC-1 can verify and maintain specific performance objectives.

- 7.7.3.3.3 It is specified according to the interface offered in the tariff or interconnection Agreement (for example: for DS1 service, the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
- 7.7.3.3.4 The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.
- 7.7.4 The RAS Point of Interconnection is the trunk group termination location at which BellSouth delivers BellSouth originated traffic to the CLEC-1's RAS on CLEC-1's network. CLEC-1's requested Point of Interconnection shall also be used for the receipt of transit trunk groups for transit traffic at BellSouth Access and/or Local Tandems pursuant to the terms and conditions of this Agreement. Points of Interconnection established at the BellSouth Local Tandem apply only to local traffic and local originating transit traffic as defined by BellSouth.
- 7.7.5 Pursuant to the terms and conditions in this Agreement, BellSouth agrees to deliver BellSouth originating traffic to CLEC-1's RAS Points of Interface as established by CLEC-1. A Point of Interface may not necessarily be established at a Point of Interconnection.
- 7.7.6 CLEC-1 agrees to compensate BellSouth for transport and switching functions performed by BellSouth at the rates reflected in Exhibit A to this Agreement, including third party transit traffic, delivered to CLEC-1's RAS Point Of Interface.
- 7.7.7 Exhibit A Switching and Transport rates will apply when the BellSouth Rate Center with which CLEC-1 has associated its RAS NPA/NXX is not local, pursuant to BellSouth's flat rated Extended Area Service (EAS) A3 tariffs, to the BellSouth Rate Center in which CLEC-1 has placed CLEC-1's RAS device.
- 7.7.8 CLEC-1 shall not deliver switched access traffic to BellSouth via CLEC-1's RAS interconnection with BellSouth.
- 7.7.9 BellSouth shall not pay reciprocal compensation to CLEC-1 for traffic delivered to CLEC-1's RAS.
- 7.7.10 Compensation for Switched Access transit traffic shall be pursuant to the Mutual Provision of Switched Access Service section of this Agreement. Internet Protocol (IP) Telephony traffic shall be considered and treated as switched access traffic by both parties.

### 8. Operational Support Systems (OSS) Rates

8.1 BellSouth has developed and made available the following mechanized systems by which CLEC-1 may submit LSRs electronically.

LENS Local Exchange Navigation System

EDI Electronic Data Interface

TAG Telecommunications Access Gateway

8.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive	\$3.50	\$3.50
interfaces	SOMEC	SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the	See applicable rate element	\$19.99
OSS interactive interfaces		SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

### 8.3 Denial/Restoral OSS Charge

In the event CLEC-1 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

### 8.4 <u>Cancellation OSS Charge</u>

CLEC-1 will incur an OSS charge for an accepted LSR that is later canceled by CLEC-1.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

### 8.5 Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the

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interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

### 8.6 <u>Threshold Billing Plan</u>

8.6.1 The Parties agree that CLEC-1 will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

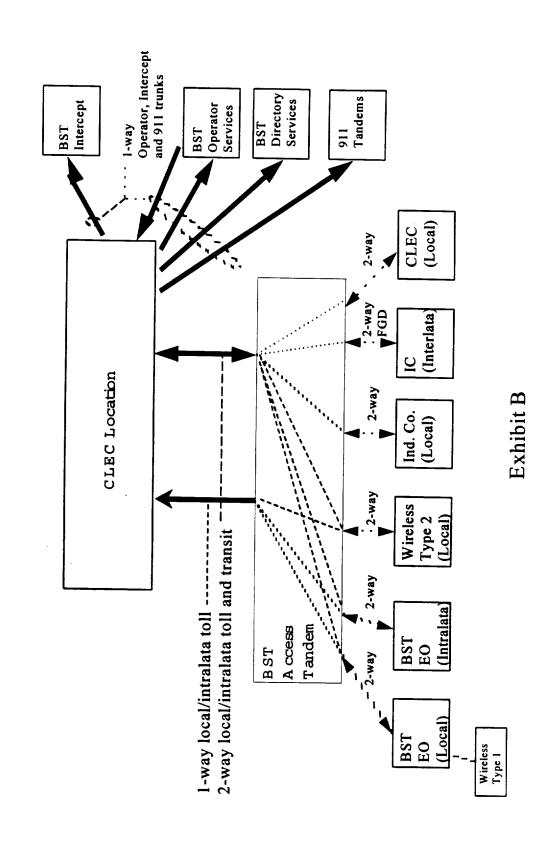
Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

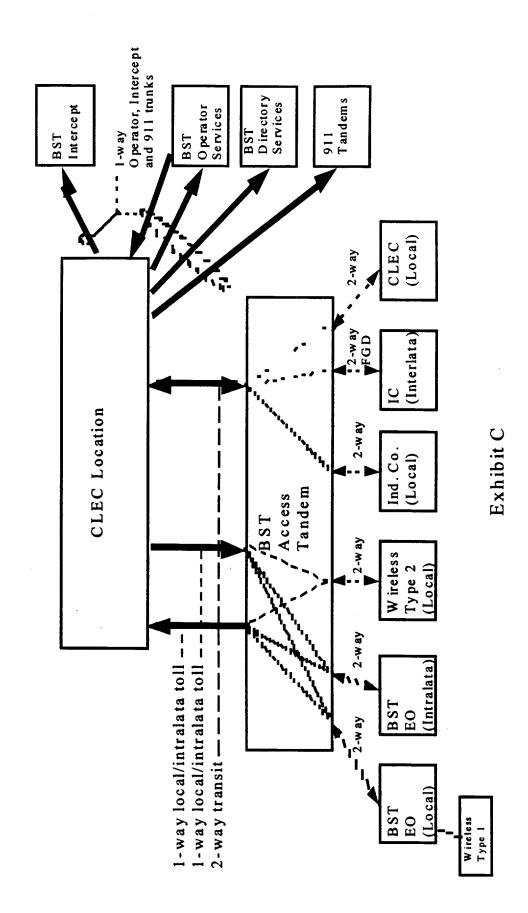
### Basic Architecture

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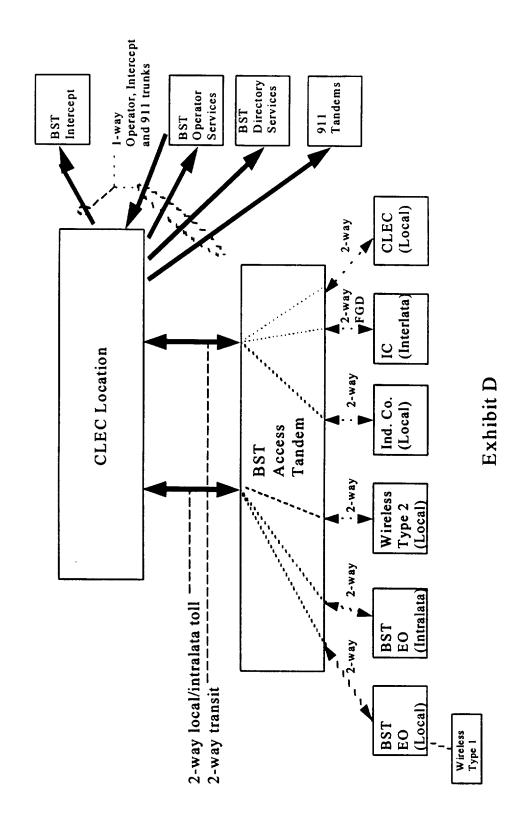


# One-Way Trunking Architecture

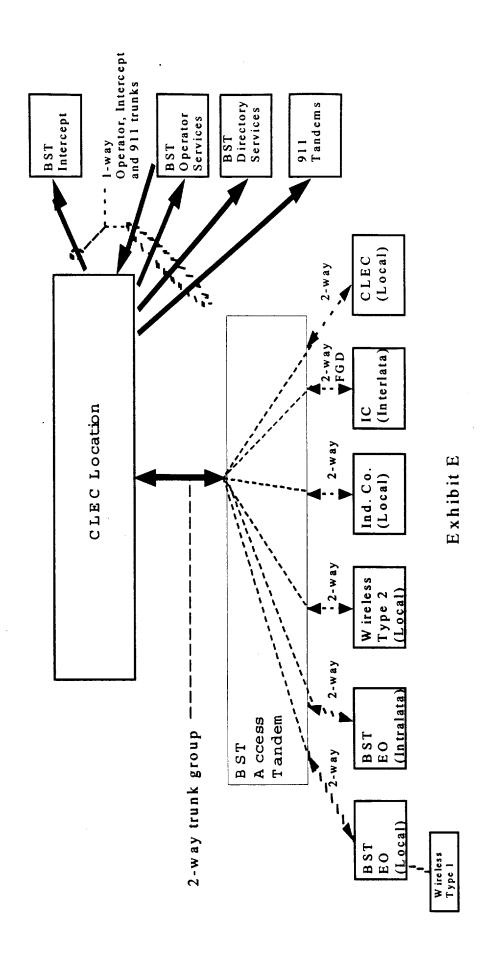
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**Two-Way Trunking Architecture** 



## **SuperGroup Architecture**



Attachment 3 Exhibit A Rates - Page 1

### BELLSOUTWCLEC-1 RATES LOCAL INTERCONNECTION

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DESCRIPTION	nsoc	· ν	AL	FL	<b>₽</b>	KY	5	MS	Ş	သင	Z
OCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)											
End Office Switching, per mou	N/A		\$0.0018	ž	\$0.0016333	\$0.002562	₹	\$0.0023771	\$0.0017	\$0.0019295	\$0.0019
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)			¥	\$0.002	¥	¥	\$0.00209	₹	¥	₹	≨
Tandem Switching, per mou			\$0.00083	\$0.00029	\$0.0006757	\$0.001096	¥	\$0.0007834	\$0.000	\$0.0006843	\$0.000676
Tandem Switching (assumes 5 miles of transport per mou)	¥X	_	≨	¥	¥	AN.	\$0.00430	¥	NA	¥	≨
Tandem Local Interconnection, per mou (includes end office switching element)	ement)		≨	\$0.00325	ź	¥	6E900'0 <b>\$</b>	¥	NA	¥	ž
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99	ctive 10/99		¥	\$0.00125	≨	ş	\$0.00430	₹	¥	VΝ	¥
I coal intermediary, per mou (applies to transit traffic only)			≨	\$0.00125	≨	ş	\$0.00430	₹	Α¥	₩	¥
Tandem Intermediary Charge, per mou*	- AN		\$0.0015	¥	≨	\$0.001096	¥	¥	NA	¥	¥
*(This charge is applicable only to transit traffic and is applied in addition to	ot not										
applicable switching and/or interconnection charges.)											
INCINE PORT CHARGE			1								
Au terms and containers, as were as clearly or, both northead in a second associated with interconnecting trunk groups between BellSouth and CLEC-1	CLEC-1		<del></del> .,								
shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access	tate access										
lant. At such time as bencount beverous a cost based rate for such include interconnection trust crowns the Parties shall amend this agreement to include	to include	- 66 	BST State	BST State	BST State	BST State	BST State	BST State	BST State	BST State	BST State
mission in south groups, and readed seems among the agreement of most	th this	<b>Y</b> 3	E	Cress Tariff	Access Tariff Access Tariff	Access	Access Tariff	Access Tariff	Access Tariff	Access Tariff Access Tariff Access Tariff Access Tariff Access Tariff	Access Tarif
Such Cast Dated lates and shall and up such draiges in accordance in				Rates	Rates	Tariff Rates	Rates	Rates	Rates	Rates	Rates
INTEROFFICE TRANSPORT											
Common (Sharad) Transport			T								
Common (Shared) Transport per mile per mou	A/N		0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	_	\$0.00001	\$0.0000121	\$0.00004
Common (Shared) Transport Facilities Termination per mou	¥N		\$0.00045	\$0.000\$	\$0.0004152	\$0.000428	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.00036
Interoffice Channel Transport - Dedicated - VG											
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L;SXF	-	\$0.03390	WA	\$0.0222	¥	\$0.0384	≨	\$0.0282	\$0.0373	\$0.0173
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	nonth 11,5XF		\$18.49	₹	\$17.07	Ą	\$19.10	NA NA	\$18.00	\$21.42	\$18.33
NRC - 1st	ļ		\$144.27	¥	\$79.61	Ą	\$104.23	NA NA	\$137.48	\$136.44	\$83.35
NRC - Add"	1L;5XF		\$54.15	¥	\$36.08	Ą	\$39.91	¥	\$52.58	\$51.37	\$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC		\$40.34	¥	\$18.94	¥	\$26.20	¥	\$38.07	\$39.63	\$30.15
NRC - Incremental Charge - Manual Service Order - Add'i	SOMAC		\$40.54	¥	\$18.94	ž	\$26.20	¥	\$38.07	\$39.63	\$31.63
Interoffice Channel Transport - Dedicated - VG - Kentucky & Mississippi											
Interoffice Transport - Dedicated - 2-Wire VG - per mile		ų,	≨	≨	≨	\$0.03	¥	\$0.0323	≨ :	₹	₹
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month		Į.	≨	ž	≨	\$27.66	≨	\$21.33	≨	≨	¥
NRC - Facility Termination -1st		Į.	≨	Ş	≨	\$142.31	¥	\$144.77	¥.	¥	¥
NRC - Facility Termination - Add'l	1L5NF	ų	≨	≨	ş	\$56.21	¥	\$56.06	¥	¥	¥
NRC - Incremental Charge-Manual Svc Order - 1st	SOMAC	<b>Q</b> C	≨	≨	ş	\$37.21	≨	\$36.86	₹	≨	≨
NRC - Incremental Charge-Manual Svc Order - Add'l	MOS	Ş	≨	≨	ž	\$37.21	¥	\$36.86	¥	ž	¥
Intervence Channel Transport - Dedicated - DS0 - 55/64 KRPS											
Interoffice Transport Dedicated DS0 per mile per month	11 5XK		\$0.0339	\$0.0252	\$0.022	Ą	\$0.0384	¥	\$0.0282	\$0.0373	\$0.17
Interoffice Transport - Dedicated - DSO - facility termination per month	1L5XK		\$17.81	\$2133	\$16.45	¥	\$18.37	₹	\$17.40	\$20.71	\$17.74
INDC: 1st	11 5XK		\$144 27	\$137.15	\$79.61	¥	\$104.23	¥	\$137.48	\$136.44	\$83.35
NBC - Addi	1L5XK		\$54.15	\$64.45	\$36.08	₹	\$39.91	¥	\$52.58	\$51.37	\$20.88
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	-	\$40.34	ž	\$18.94	≨	\$26.20	¥	\$38.07	\$39.63	\$30.15

### BELLSOUTH/CLEC-1 RATES LOCAL INTERCONNECTION

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					2	RATES BY STATE	<u> </u>			
						•	1	Į,	20	2
DESCRIPTION	nsoc	4	7	5	Y.	5	2	2000	2000	634 83
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$40.34	≨	\$18.94	≨	\$26.20	≨	\$38.07	\$28.00	20.15
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi										414
DS0 - per mile	1L5NK	≨	≨	≨:	\$0.03	ž	\$0.0323	ž	<b>\</b>	§ §
DS0 - Facility Termination	1L5NK	₹	≨	≨	\$26.95	≨ :	\$20.64	Ž:	<u> </u>	٤
NRC - Facility Termination - 1st	1L5NK	≨	<b>≨</b>	≨	\$142.31	≨:	\$144.77	≨ :	≨ :	ž
NRC - Facility Termination - Add1	1L5NK	≨	≨	≨	\$56.21	<b>≨</b>	90.96\$	≨ :	≨ :	٤
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAC	¥	≨	≨	\$37.21	¥	\$36.86	≨	<b>≨</b>	ž
NRC - Incremental Change - Manual Svc Order - Add"	SOMAC	¥	≨	¥	\$37.21	¥	\$36.86	₹	ş	§
Interoffice Channel Transport - Dedicated - DS1		,								100
Intermite Transport - Dedicated - DS1 - per mile per month	1L5XL	\$0.69	\$0.6013	\$0.4523	¥	\$0.7831	¥	\$0.5753	\$0.7598	\$0.3525
Internation Transnort - Dedicated - DS1 - facility termination per month	1L5XL	\$79.69	\$89.79	\$78.47	¥	\$93.40	¥	\$71.29	\$94.98	\$75.83
NRC - 1st	1L5XL	\$223.59	\$45.91	\$147.07	¥	\$160.49	¥	\$217.17	\$216.27	\$166.53
NRC - Add"	1L5XL	\$168.60	\$44.18	\$111.75	NA	\$123.03	≨	\$163.75	\$162.70	\$124.84
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$40.34	≨	\$18.84	ΑN	\$26.20	≨	\$38.07	\$39.63	\$30.15
NRC - Incremental Chame - Manual Service Order - Add'l	SOMAC	\$40.34	<b>≨</b>	\$18.94	ΑN	\$26.20	≨	\$38.07	\$39.63	\$31.63
Imperience Channel Transport - Dedicated - DS1 - Kentucky & Mississippi										
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5NL	≨	≨	¥	\$0.45	¥	\$0.6598	¥	¥	¥
Internation Transnort - Dedicated - DS1 - facilities termination per month	1L5NL	¥	¥	¥	\$55.05	¥	\$74.40	₹	¥	≨
NRC - Facility Termination - 1st	1L5NL	ş	¥	NA	\$298.18	≨	\$222.81	₹	¥	ž
NRC - Facility Termination - Add'	1L5NL	ž	¥	ΝA	\$231.23	¥	\$168.92	¥	¥	¥
NRC - Incremental Chame Manual Svc Order - 1st	SOMAC	¥	ş	Ą	NA.	₹	\$36.83	ş	¥	₹
NRC - Incremental Charge-Manual Svc Order - Add'l	SOMAC	¥	¥	¥	ş	≨	\$36.86	≨	¥	¥
Interoffice Channel Transport - Dedicated - DS3										
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XM	\$12.56	\$10.22	\$6.53	≨	\$14.04	₹	\$12.98	\$19.08	\$5.89
Interoffice Transport - Dedicated - DS3 - facility termination per month	1L5XM	\$771.60	\$984.55	\$725.53	ş	\$1 101 00	₹	\$720.38	\$960.82	\$760.20
NRC - 1st	1L5XM	\$961.93	\$772.93	\$778.80	¥	\$713.57	¥	\$794.94	\$941.07	\$729.27
NRC - Add"	1L5XM	\$532.45	\$435.92	\$439.62	¥	\$404.36	₹	\$579.55	\$503.72	\$411.98
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$100.19	¥	\$77.41	Ą	\$71.19	₹	\$91.28	\$92.52	\$75.98
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$100.19	¥	\$77.41	¥	\$71.19	₹	\$91.26	\$92.52	\$75.98
Interoffice Channel Transport - Dedicated - DS3 - Kentucky & Mississippi										
Interoffice Channel Transport - Dedicated - DS3 - per mile							3			
Interoffice Transport - Dedicated - DS3 - facility termination per month	1L5NM	ş	≨	ş	\$12.62	≨:	\$15.02	≨ :	¥.	Š
NRC - DS3 - Facility Termination -1st	1L5NM	≨	≨	ş	\$1,204.00	≨:	\$744.38	¥.	≨ :	≨ :
NRC - DS3 - Facility Termination - Add"l	1L5NM	ž	₹	≨ :	\$946.23	≨ :	\$812.30	\$ 3	\$ 5	<b>\{</b>
NRC - Incremental Charge-Manual Svc Order - 1st	SOMAC	≨	≨	ž	\$516.89	₹:	\$286.55	≨ :	≨ :	≨ :
NRC - Incremental Charge - Manual Svc Order - Add"	SOMAC	≨	≨	<b>≨</b>	\$93.12	≨	18.40A	¥	ž	<b>≨</b>
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG					00.000	644.04	617 03	614.00	618 83	640.00
Monthly Recurring	1EFV2	\$14.61	\$18.02	18.614	27770	10.00	211.00	70.414	20.01	410.02
NRC - 1st	TEFV2	\$572.48	\$477.33	\$382.95	\$287.14	7401.17	\$303.31	\$223.80	\$354.00	\$1.8076
NRC - Add'l	TEFV2	\$92.07	\$124.32	\$62.40	\$110.52	\$66.35	283.30	\$96.69	86.88\$	\$28.90
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	\$45.12	≨	\$18.94	\$41.46	\$29.54	241.5/	\$42.17	\$43.75	\$33.60
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	\$18.73	¥	\$8.42	≨	\$19.46	\$27.39	\$12.78	\$13.55	\$23.84
I ocal Channel . Dedicated - 4-Wire VG										

# BELLSOUTHICLEC-1 RATES LOCAL INTERCONNECTION

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TO THE PARTY OF TH		50817	<b> </b>	ā	10	2	4	STA	Ş	SC	Z
DESCRIPTION		TEG/4	645.77	640.04	614 00	85 5 28	\$18.21	\$19.03	\$15.87	\$18 05	\$20.14
Monthly Recurring		157.4	410.77	10.01	414.00	00.034 6505.45	640744	EE 73 03	668273	CERT AR	\$257.05
NRC - 1st		IEFV4	\$361.14	25.7.7	\$300.44	\$363.13	11./D#4	\$373.03	\$305.63	9305.40	20.00
NRC - Add'i		TEFV4	\$95.21	\$124.32	\$64.05	\$98.53	\$68.61	\$96.40	\$92.67	/C.184	\$30.34
NRC - Incremental Charge - Manual Service Order - 1st		SOMAC	\$45.12	¥	\$18.94	\$98.53	\$29.54	\$41.57	\$42.17	\$43.64	\$33.65
NRC - Incremental Charge - Manual Service Order - Add1		SOMAC	\$18.73	NA.	\$8.42	\$11.99	\$19.46	\$27.39	\$12.78	\$13.55	\$23.84
Local Channel - Dedicated - DS1											
Monthly Recurring		TEFHG	\$35.52	\$44.35	\$38.36	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27
Z.C. 1st		TEFHG	\$549.85	\$246.50	\$356.15	\$538.85	\$396.86	\$588.53	\$534.48	\$534.81	\$343.71
NRC - Addi		TEFHG	\$475.02	\$230.49	\$312.89	\$484.94	\$342.92	\$501.32	\$462.69	\$462.81	\$277.86
INRC. Incremental Chame - Manual Service Order - 1st		SOMAC	\$91.22	≨	\$44.22	\$87.71	\$61.82	\$81.30	\$86.15	\$87.89	\$23.51
NRC - Incremental Charge - Manual Service Order - Add'l		SOMAC	¥	¥	¥	¥	ž	NA NA	\$1.77	\$3.11	\$21.75
Local Channel - Dedicated - DS3											
Monthly Recurring		TEFHJ	\$529.98	\$630.65	\$558.51	68' 269\$	\$696.07	\$533.33	\$498.87	\$602.18	\$633.15
NRC - 1st		TEFHJ	\$1,106.14	\$879.42	\$882.03	\$1,091.00	\$811.30	\$569.08	\$562.25	\$1,091.00	\$829.52
NRC - Add'l		TEFHU	\$676.66	\$542.41	\$545.85	\$661.23	\$502.09	\$534.58	\$527.88	\$654.13	\$512.23
NRC - Incremental Charge - Manual Service Order - 1st		SOMAC	\$100.19	ş	\$77.41	\$93.12	\$71.19	\$56.84	\$56.25	\$92.52	\$75.98
NRC - Incremental Charge - Manual Service Order - Add'1		SOMAC	\$100.19	ž	\$77.41	\$93.12	\$71.19	\$56.84	\$56.25	\$92.52	\$53.03
CHANNELIZATION											
DS3 Channelization (DS3 to DS1)											
per Channelized System per month		SATCS	\$210.87	\$213.22	\$173.51	\$238.32	\$245.84	\$229.30	\$226.81	\$204.07	\$225.59
NRC - 1st		SATCS	\$355.25	\$280.12	\$284.43	\$425.41	\$259.76	\$356.80	\$351.95	\$423.77	\$265.08
NRC - Add"		SATCS	\$245.86	\$196.07	\$199.98	\$303.33	\$182.64	\$247.40	\$243.76	\$295.21	\$185.94
NRC - 1sr - Disconnect		SATCS	\$78.43	\$64.06	\$66.76	¥	\$60.96	\$79.94	\$77.90	¥	\$61.09
NRC -Add'l - Disconnect		SATCS	\$63.70	\$52.60	\$55.25	¥	\$50.46	\$65.20	\$63.32	¥	\$50.31
NRC - Channel System - Incremental Cost - Manual Svc. Order -1st	1	SOMAC	\$28.44	¥	\$21.61	\$41.47	\$19.74	\$26.95	\$28.13	\$43.41	\$21.71
NRC - Channel System - Incremental Cost - Manual Svc. Order - Add1	Ę	SOMAC	\$13.47	≨	\$9.61	≨	\$8.77	\$11.98	\$13.33	\$15.38	\$10.46
NRC - Channel System - Incremenati Cost - Manual Svc. Order - Disconnect - 1s	sconnect - 1s	SOMAC	\$18.48	Ş	\$13.61	≨	\$12.43	\$16.97	\$18.26	¥	\$14.21
NRC - Channel System - Incremenati Cost - Manual Svc. Order - Disconnect - A	Connect - A	SOMAC	\$1.50	≨	¥	¥	≨	₹	\$1.48	ş	\$1.46
per Interface per month		SATCO	<b>£</b> .53	\$6.31	\$7.13	\$8.52	\$7.55	\$5.58	\$4.61	89.68	\$3.91
NRC - 1st		SATCO	\$15.85	\$13.39	\$13.45	\$15.88	\$12.29	\$15.85	\$15.78	\$15.54	\$12.61
NRC - Add'I		SATCO	\$11.35	\$9.59	\$9.63	\$11.36	\$8.80	\$11.35	\$11.28	\$11.13	\$9.03
DS1 Channelization (DS1 to DS0)		64704	6130 50	4402 00	4437.07	\$0000	£200 87	£148 87	617779	£170.81	£185.21
per charmetized System per monul		SATO.	\$280 QB	6208 A4	£212.01	\$302 B2	\$193.63	\$271.52	\$287.19	\$304.00	\$197.21
NOC - DAY		SATCI	\$163.04	\$126.61	\$129.60	\$184.20	\$118.37	\$164.56	\$161.43	\$178.92	\$119.99
NRC -1ar- Disconnect		SATC	\$34.88	\$26.42	\$28.95	ž	\$28.44	\$36.38	\$34.55	ž	\$25.66
NRC -Add' - Disconnect		SATC1	\$21.32	\$15.95	\$18.43	¥	\$16.83	\$22.82	\$21.14	¥	\$15.81
NRC - Channel System - Incremental Cost - Manual Svc. Order -1st		SOMAC	\$28.44	ž	\$21.61	\$41.47	\$19.74	\$26.95	\$28.13	\$43.41	\$21.71
NRC - Channel System - Incremental Cost - Manual Svc. Order -Add*	5	SOMAC	\$13.47	¥.	\$9.61	\$11.99	\$8.77	\$11.98	\$13.33	\$15.36	\$10.46
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect -1s	sconnect -1s	SOMAC	\$18.46	ş	\$13.61	ΑN	\$12.43	\$16.97	\$18.26	¥	\$14.21
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect -A	sconnect -A	SOMAC	\$1.50	¥	NA	¥	¥	¥	\$1.48	Ϋ́	\$1.46
DS1 Channization Interfaces											
per OCU-DP(data) card per month(2.4-64kbps)		SATSA	\$2.81	\$3.13	\$2.65	\$2.94	\$3.12	\$2.86	\$2.88	\$3.36	\$2.46
NRC - 1st		SATSA	\$15.85	\$13.38	\$13.45	\$15.86	\$12.29	\$15.85	\$15.78	\$15.54	\$12.61
NRC - Add'l		SATSA	\$11.35	\$9.59	\$9.63	\$11.36	\$8.80	\$11.35	\$11.28	\$11.13	\$9.03

Attachment 3 Exhibit A Rates - Page 4

BELLSOUTHICLEC-1 RATES LOCAL INTERCONNECTION

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USOC							5	KAIES BY SIAIE					
SATISA   S1.26   S1.76   S1.40   S1.40   S1.65   S1.40   S1.65   S1.56   S1.	+5	Pacabation	OSN	₹	7	Ą	₹	3	SH	Ş	SC	£	
SATISA   \$11.35   \$13.36   \$13.46   \$15.86   \$11.20   \$15.85   \$15.85   \$15.85   \$11.35   \$15.85   \$11.35   \$15.85   \$11.35   \$15.85   \$11.35   \$15.85   \$11.35   \$15.85   \$11.35   \$	4	SOCIETION	SATSA	81.28	\$1.78	\$1.48	\$1.40	\$1.62	\$1.45	\$1.64	\$1.93	\$1.25	
TEPHG   ST776   ST218   ST918   ST918   ST919   ST135   ST91   ST919	+	Per Vicario per filorium	SATSA	\$15.85	\$13.39	\$13.45	\$15.86	\$12.29	\$15.85	\$15.76	\$15.54	\$12.61	
TEFHG   SE21.40   S117.60   S22.16   S119.61   S121.60   S119.61   S121.40   S117.61   S221.47   S119.61   S122.47   S119.61   S222.47   S119.61   S119.61   S222.61   S119.61   S119.61   S222.61   S119.61	+	NDC - 190	SATSA	\$11.35	\$9.59	\$9.63	\$11.36	\$8.80	\$11.35	\$11.28	\$11.13	\$9.03	
TEFHG   \$21.76   \$12.26   \$19.86   \$21.90   \$21.90   \$19.46   \$21.742   \$22.747   \$22.247   \$2	+	MAC - AUDI											
TEFHG   \$17.76   \$12.25   \$178.08   \$29.944   \$174.28   \$247.42   \$247.42   \$247.42   \$247.42   \$247.42   \$172.26   \$178.08   \$259.944   \$174.28   \$247.42   \$247.42   \$247.42   \$178.08   \$279.44   \$174.28   \$247.42   \$247.42   \$178.08   \$279.44   \$174.28   \$247.42   \$247.42   \$178.08   \$279.44   \$179.08   \$247.42   \$247.42   \$187.04   \$177.08   \$279.44   \$179.08   \$279.44   \$179.08   \$279.44   \$187.04	-	OCE INDECONNECTON MICHOLINEAN											
TEPHO   \$251.70   \$12.25   \$178.08   \$222.47   \$150.16   \$221.42   \$221.42   \$221.44   \$221.44   \$150.16   \$221.42   \$221.44   \$222.47   \$150.16   \$221.42   \$221.44   \$222.47   \$150.16   \$221.42   \$221.44   \$222.47   \$150.16   \$221.44   \$221.44   \$222.47   \$150.16   \$221.44   \$221.44   \$221.44   \$221.44   \$222.44   \$150.16   \$221.164   \$	$\pm$	Local Channel - Dedicarda - Don	STORE	647 78	\$22.48	610 18	634 00	621 00	C10 4R	\$17 RS	\$18.60	\$20 14	
TEFHG   \$221.4   \$15.25   \$158.46   \$222.47   \$150.15   \$271.46   \$221.41   \$15.25   \$158.46   \$222.47   \$150.16   \$221.43   \$150.00   NA	_	DS1 Monthly Recurring per month	ובושם	0/:/10	922.10	617000	6760 40	6474.30	6247 43	6368 83	2287.41	£138 68	
TEHIG   \$22142   NA	$\exists$	NRC - DS1 - 1st	IEPHG	87.1628	\$123.23	\$1/0.00	\$209.40	91/4/60	74.747	\$200.00	4207.7	00.00	
TEHNG   S13.14   NA		NRC - DS1 - Add'I	TEFHG	\$221.42	\$115.25	\$156.45	\$232.47	\$1.00 ts	\$21/.04	\$232.73	\$231.41	\$110.03	
TEPHG	L	NRC - DS1 - Disconnect Chg - 1st	TEFEG	\$23.14	≨	≨	≨	\$12.08	\$23.43	ž	Š	80.014	
SOUNAC   \$61.96	$\vdash$	NRC - DS1 - Disconnect Chg - Add'l	TEFHG	\$16.09	≨	Ş	≨	\$10.68	\$16.51	≨	≨	\$11.15	
SOUMAC         \$20.00         NA         NA         NA         \$19.48         \$27.51         1         \$40.51         1         \$40.51         1         \$40.52         \$40.51         \$40.52         \$40.51         \$40.52         \$40.51         \$40.52         \$40.51         \$40.52         \$40.51         \$40.52         \$40.51         \$40.52         \$40.51         \$40.52         \$40.51         \$40.52         \$40.51         \$40.52         \$40.51         \$40.52         \$40.51 <td>L</td> <td>NRC - DS1 - Incremental Charge-Manual Svc Order - 1st</td> <td>SOMAC</td> <td>\$61.95</td> <td>≨</td> <td>\$44.22</td> <td>\$87.71</td> <td>\$42.34</td> <td>\$59.58</td> <td>\$623.92</td> <td>\$87.99</td> <td>\$45.68</td>	L	NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAC	\$61.95	≨	\$44.22	\$87.71	\$42.34	\$59.58	\$623.92	\$87.99	\$45.68	
TBD   \$153.89   \$151.62   \$133.14   \$150.89   \$150.11   \$162.85   \$150.11   \$162.85   \$150.11   \$162.85   \$150.11   \$163.89   \$151.62   \$151.175   \$231.23   \$150.89   \$168.92   \$168.92   \$168.80   \$40.34   NA   \$18.94   NA   \$262.03   \$168.92   \$168.92   \$168.92   \$168.92   \$168.92   \$168.92   \$168.92   \$168.92   \$169.92   \$168.92	L	NRC - DS1 - Incremental Charge-Manual Svc Order - Add'l	SOMAC	\$0.00	¥	¥	≨	≨	ş	\$467.22	\$3.11	\$1.76	
TBD   \$133.89   \$151.62   \$133.14   \$150.86   \$150.11   \$162.95   \$150.20   \$150.80   \$150.11   \$162.95   \$150.20   \$150.80   \$150.11   \$162.95   \$160.40   \$150.11   \$162.95   \$160.40   \$100.40   \$100.40   \$180.40   \$180.40   \$180.40   \$120.00   \$160.90	H	NRC - DS1 - Incremental Charge - Manual Svc Order-Disconnect	SOMAC	\$29.27	<b>≨</b>	ş	≨	\$19.48	\$27.51	₹	₹	\$21.75	
TBD   \$133.89   \$151.62   \$133.14   \$150.86   \$150.11   \$162.95   \$150.11   \$162.95   \$150.11   \$162.95   \$150.25													
Service Order - 1st   TBD	2	as For CLEC-1 Remote Access Concentrator (RAS) Interconnection											
TBD   \$133.89   \$161.62   \$133.14   \$150.86   \$150.11   \$162.86   \$150.11   \$162.86   \$150.11   \$162.86   \$150.11   \$162.86   \$150.11   \$162.86   \$150.11   \$162.86   \$150.11   \$162.86   \$150.11   \$162.86   \$150.11   \$162.86   \$150.11   \$162.86   \$162.80	-	ort Termination charges apply in all cases											
150   151	L	Per DS1 Port Termination:											
11   12   13   14   15   15   15   15   15   15   15	$\perp$	Monthly Recurring Per DS1:	180	\$133.89	\$151.62	\$133.14	\$150.86	\$150.11	\$162.95	\$133.22	\$147.71	\$146.06	
### ST22 59 \$45.91 \$147.07 \$298.18 \$100.49 \$22.28 61 \$41.00 \$100.40 \$20.20 \$1 \$40.34 \$10.04 \$	$\pm$	Non-recurring per DS1:											
### Standard DS1 ### Standard DS1 ### Standard DS1 ### Standard DS1 ### Standard DS1 ### Standard DS1 ### Standard DS1 ### Standard DS1 ### Standard DS2 ### Standard DS3 ### St	$\pm$	Montanimino initial DS1	TBD	\$223.59	\$45.91	\$147.07	\$298.18	\$160.49	\$222.81	\$218.28	\$216.27	\$166.53	
Ital Charge - Manual Service Order - 1st   TBD	+	Mon recurring par additional DC1	TBD	\$168.60	\$44.18	\$111.75	\$231.23	\$123.03	\$168.92	\$164.55	\$162.70	\$124.84	
Italia Charge - Manual Service Order - 1st   TBD	+	NOT-TECHNISH DE GOUIRONS DO LES CONTROL CONTROL 101		200	₩.	418 Q4	<b>AN</b>	\$28.20	\$36.83	\$38.12	\$39.63	\$30.15	
Table Charge - Manual Service Order - Add1   TBD   \$4,130,93   \$4,765.41   \$4,178.21   \$4,687.59   \$4,794.16   \$5,105.69   \$4   \$4   \$4   \$4   \$4   \$4   \$4   \$	+	NKC - incremental Charge - Manual Service Order - 1st	200	200	<b>}</b>		§ \$	£36.20	#38.86	#300.12 #30 43	#30.03	<b>631.83</b>	
Particle   Particle	$\dashv$	NRC - Incremental Charge - Manual Service Order - Add1	180	¥0.34	≨	\$18.84	§	\$20.20	\$30.00	\$30.12	00.80%	0.156	
Particular   Par	-												
TBD   S4,178.21   S4,178.21   S4,178.21   S4,178.21   S4,190.69   S4, 190.69   S4		Per DS3 Port Termination:											
ef DS3:         ef DS3:         FBD         \$8819.30         \$772.93         \$772.93         \$778.80         \$946.23         \$713.57         \$812.30           ere additional DS3         retablibration of larges, Manual Service Order - 1st         TBD         \$100.19         NA         \$77.41         \$93.12         \$71.19         \$64.97           rate Charge - Manual Service Order - 1st         TBD         \$100.19         NA         \$77.41         \$93.12         \$71.19         \$64.97           rates Charge - Manual Service Order - Add'l         TBD         \$100.19         NA         \$77.41         \$93.12         \$71.19         \$64.97           rates Charge - Manual Service Order - Add'l         TBD         \$100.19         NA         \$77.41         \$93.12         \$71.19         \$64.97           rates Charge - Manual Service Order - Add'l         TBD         \$100.19         NA         \$77.41         \$89.10         \$71.19         \$64.97           rates In this Exhibit.         TBD         \$100.19         NA         \$77.41         \$89.10         \$74.01           rates in this Exhibit.         TBD         \$70.69         \$90.79         \$74.00         \$77.40         \$74.00           rates in this Exhibit.         TBD         \$70.69         \$90.79 <th< td=""><td>E</td><td>Total Monthly Recurring per DS3:</td><td>130</td><td>\$4,130.93</td><td><b>\$4</b>,755.41</td><td>\$4,178.21</td><td>\$4,687.59</td><td>\$4,794.16</td><td>\$5,105.69</td><td><b>54</b>,237,73</td><td>\$4,666.49</td><td>\$4,611.99</td></th<>	E	Total Monthly Recurring per DS3:	130	\$4,130.93	<b>\$4</b> ,755.41	\$4,178.21	\$4,687.59	\$4,794.16	\$5,105.69	<b>54</b> ,237,73	\$4,666.49	\$4,611.99	
### DS3 ####  DS3 ##### DS3 ##### DS3 ##### DS3 ####################################	$\vdash$	Total Non-recurring per DS3:						;		į			
Ger additional DS3         TBD         \$552.45         \$436.92         \$436.92         \$510.89         \$404.36         \$586.55         \$10.19         NA         \$77.41         \$93.12         \$71.19         \$564.97           Intal Charge - Manual Service Order - Add?         TBD         \$100.19         NA         \$77.41         \$93.12         \$71.19         \$64.97           rates in this Exhibit.         Trabes in this Exhibit.         TRBD         \$100.19         NA         \$77.41         \$93.12         \$71.19         \$64.97           mination charges, these charges apply to BellSouth calls could rate centers that are "intraLATA half" to the rate center.         TBD         \$0.60130         \$0.45230         \$0.45000         \$0.78310         \$0.65880         \$1           Dedicated Per DS1         TBD         \$78.69         \$69.79         \$78.61         \$74.40         \$77.40           ation per Month         TBD         \$78.69         \$69.79         \$78.69         \$69.78         \$74.00         \$74.00           storal of this Exhibit.         TBD         \$78.69         \$69.79         \$74.00         \$74.00         \$77.40           ation per Month         TBD         \$78.69         \$44.16         \$111.75         \$29.12.30         \$93.60         \$93.60         \$93.60 </td <td>E</td> <td>Non-recurring initial DS3</td> <td>TBD</td> <td>\$961.93</td> <td>\$772.93</td> <td>\$778.80</td> <td>\$946.23</td> <td>\$713.57</td> <td>\$812.30</td> <td>\$798.95</td> <td>\$941.07</td> <td>\$729.27</td>	E	Non-recurring initial DS3	TBD	\$961.93	\$772.93	\$778.80	\$946.23	\$713.57	\$812.30	\$798.95	\$941.07	\$729.27	
rate Charge - Manual Service Order - 1st         TBD         \$100.19         NA         \$77.41         \$83.12         \$71.19         \$64.97           rate Introduction charges with the charges apply to BellSouth calls count rate centers that are "intraLTA toll" to the rate centers that are "intraLTA toll" to the rate center.         \$100.19         NA         \$77.41         \$83.12         \$71.19         \$64.97           rate in this Exhibit.         Trate in this Exhibit.         \$77.41         \$83.12         \$71.19         \$64.97           rate in this Exhibit.         Trate in this Exhibit.         \$71.19         \$64.97           rate in this Exhibit.         Trate in this Exhibit.         \$74.10         \$74.40         \$74.00         \$74.00         \$74.00         \$74.00         \$74.00         \$74.00         \$74.00         \$74.00         \$74.00         \$74.00         \$74.00         \$74.00         \$74.00         \$74.00         \$74.00         \$74	$\vdash$	Non-recurring per additional DS3	TBD	\$532.45	\$435.92	\$439.62	\$516.89	\$404.38	\$586.55	\$582.33	\$503.72	\$411.98	
rates in this Exhibit.         TBD         \$100.19         NA         \$77.41         \$83.12         \$71.19         \$84.97           rates in this Exhibit.         rates in this Exhibit.         TBD         \$100.19         NA         \$77.41         \$83.12         \$71.19         \$84.97           ministron charges, these charges apply to BellSouth cales country rate centers that are "lighted-ALA toll" to the rate center.         TBD         \$0.60200         \$0.60130         \$0.4520         \$0.4520         \$0.78310         \$0.65980         \$0.60300         \$0.4520         \$0.4500         \$0.78310         \$0.65980         \$0.60300         \$0.4520         \$0.4500         \$0.4000		NRC - Incremental Charge - Manual Service Order - 1st	TBD	\$100.19	Ź	\$77.41	\$93.12	\$71.19	\$64.97	\$91.37	\$92.52	\$75.98	
rates in this Exhibit.         Traction of both of the content that are "intraction of the content that ar	$\vdash$	NRC - Incremental Charge - Manual Service Order - Add'l	TBO	\$100.19	₹	\$77.41	\$93.12	\$71.19	\$64.97	\$91.37	\$92.52	\$75.98	
rates in this Exhibit.         mination charges, these charges apply to BellSouth calls         Coult rate centers that are "intraLATA toll" to the rate centers.         TBD         \$0.69200         \$0.60130         \$0.45230         \$0.45000         \$0.78310         \$0.65980         \$0.69200           Outh rate centers that are "intraLATA toll" to the rate centers.         TBD         \$0.69200         \$0.60130         \$0.45230         \$0.78310         \$0.65980         \$0.60130           Outh above the centers that are "intraLATA toll" to the rate centers.         TBD         \$0.69200         \$0.60130         \$0.45230         \$0.45000         \$0.78310         \$0.65980         \$0.60130         \$0.45000         \$0.78310         \$0.65980         \$0.60130         \$0.45000         \$0.45000         \$0.78310         \$0.65980         \$0.60130         \$0.45000         \$0.45000         \$0.45000         \$0.65980         \$0.60130         \$0.45000         \$0.60130         \$0.45000         \$0.60130         \$0.45000         \$0.60130         \$0.45000         \$0.60130         \$0.45000         \$0.60130         \$0.45000         \$0.60130         \$0.45000         \$0.60130         \$0.45000         \$0.60130         \$0.45000         \$0.60130         \$0.45000         \$0.60130         \$0.60130         \$0.60130         \$0.60130         \$0.60130         \$0.60130         \$0.60130	$\vdash$												
mination charges, these charges apply to BellSouth calls         TBI         \$0.60130         \$0.60130         \$0.45230         \$0.45000         \$0.78310         \$0.65980         \$0.6	Ь	See Channelization rates in this Exhibit.											
mination charges, these charges apply to BelfSouth calls         Counth rate centers that are "IntraLATA tolf" to the rate centers.           S is located.         Dedicated Per DS1           Charges, those charges apply to BelfSouth calls.         TBD         \$0.60130         \$0.45000         \$0.78310         \$0.65980         \$0.60130         \$0.45000         \$0.78310         \$0.65980         \$1.400 <th co<="" td=""><td><math>\vdash</math></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></th>	<td><math>\vdash</math></td> <td></td>	$\vdash$											
Traination charges, these charges apply to BellSouth calls count rate centers that are "IntraLATA toll" to the rate centers that are "IntraLATA toll" to the rate centers that are "IntraLATA toll" to the rate centers that are "IntraLATA toll" to the rate centers that are "IntraLATA toll" to the rate centers that are "IntraLATA toll" to the rate centers that are "IntraLATA toll" to the rate centers that are "IntraLATA toll" to the rate centers that are "IntraLATA toll" to the rate centers that are "IntraLATA toll" to the rate centers that are "Intra-LATA toll" toll toll toll toll toll toll tol	F <sub>S</sub>	witching and Transport:											
TBD   \$0.69200   \$0.60130   \$0.45230   \$0.45000   \$0.78310   \$0.65980   \$0.78310   \$0.78310   \$0.65980   \$0.78310   \$0.65980   \$0.78310   \$0.65980   \$0.78310   \$0.65980   \$0.78310   \$0.78310   \$0.65980   \$0.78310   \$0.	L	In addition to Port Termination charges, these charges apply to BellSouth calls								-			
Per DS1         \$0.69200         \$0.60130         \$0.45230         \$0.45000         \$0.78310         \$0.65980         \$0           onth         TBD         \$78.69         \$89.79         \$78.47         \$55.05         \$93.40         \$774.40           \$1051         TBD         \$223.59         \$44.18         \$111.75         \$231.23         \$160.49         \$222.81           \$1051         TBD         \$40.34         \$44.18         \$111.75         \$231.23         \$168.92         \$388.3	_	originating from BellSouth rate centers that are "intraLATA toli" to the rate center											
TBD   \$0.69200 \$0.45230 \$0.45230 \$0.78310 \$0.65980 \$0.78310 \$0.65980 \$0.78310 \$0.65980 \$0.78310 \$0.65980 \$0.78310 \$0.65980 \$0.78310 \$0.65980 \$0.78310 \$0.65980 \$0.78310 \$0.45000 \$0.78310 \$0.65980 \$0.78310 \$0.45000 \$0.78310 \$0.65980 \$0.78310 \$0.78310 \$0.65980 \$0.78310 \$0.7	$\exists$	where CLEC-1's RAS is located.											
TBD   \$0.69200 \$0.60130 \$0.45230 \$0.45000 \$0.78310 \$0.65980 \$4.78310 \$0.65980 \$0.65980 \$4.78310 \$0.65980 \$0.6		Interoffice Transport - Dedicated Per DS1											
TBD \$79.69 \$99.79 \$78.47 \$55.05 \$93.40 \$74.40 \$72.23.59 \$45.91 \$147.07 \$298.18 \$160.49 \$222.81 \$180.49 \$111.75 \$231.23 \$123.03 \$168.92 \$111.75 \$231.23 \$123.03 \$168.92 \$111.75 \$231.23 \$123.03 \$168.92 \$111.75 \$231.23 \$123.03 \$168.92 \$111.75 \$231.23 \$123.03		Per Mile per month	T80	\$0.69200	\$0.60130	\$0.45230	\$0.45000	\$0.78310	\$0.65980	\$0.57590	\$0.75980	\$0.35250	
TBD \$223.59 \$46.91 \$147.07 \$298.18 \$160.49 \$222.81 \$180.49 \$122.81 \$180.49 \$122.81 \$180.49 \$140.49 \$140.49 \$140.49 \$140.49 \$140.40 \$14	$\vdash$	Facility Termination per Month	TBD	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$71.32	\$94.98	\$75.83	
18D \$168.60 \$44.18 \$111.75 \$231.23 \$123.03 \$168.92 \$100.50000000000000000000000000000000000		Non-recurring initial DS1	TBD	\$223.59	\$45.91	\$147.07	\$298.18	\$160.49	\$222.81	\$218.28	\$216.27	\$166.53	
120 Carrier Order 1st TBO CAO 34 NA 618 04 NA 526 20 538 83	L	Non-recurring per additional DS1	TBD	\$168.60	<b>24.18</b>	\$111.75	\$231.23	\$123.03	\$168.92	\$164.55	\$162.70	\$124.84	
	+	NRC - Incremental Charge - Manual Service Order - 1st	TBD	\$40.34	¥	\$18.94	≨	\$26.20	\$36.83	\$38.12	\$39.63	\$30.15	

## BELLSOUTH/CLEC-1 RATES LOCAL INTERCONNECTION

						2	RATES BY STATE				
1 8	DESCRIPTION	OSOC	7	7.	₹9	ΚX	5	MS	Š	သွ	Z
	NRC - Incremental Charge - Manual Service Order - Add'1	TBD	\$40.34	≨	\$18.94	¥	\$26.20	\$36.86	\$38.12	\$39.63	\$31.63
	Interoffice Transport - Dedicated Per DS3										
	Per Mile per month	TBO	\$12.56	\$10.22	\$6.53	\$12.62	\$14.04	\$15.02	\$13.00	\$19.08	\$5.89
	Facility Termination per Month	TBD	\$771.60	\$984.55	\$725.53	\$1,204.00	\$1,101.00	\$744.38	\$720.65	\$960.82	\$760.20
L	Non-recurring initial DS3	TBD	\$961.93	\$772.93	\$778.80	\$946.23	\$713.57	\$812.30	\$798.95	\$941.07	\$729.27
	Non-recurring per additional DS3	TBD	\$532.45	\$435.92	\$439.62	\$516.89	\$404.36	\$586.55	\$582.33	\$503.72	\$411.98
	NRC - Incremental Charge - Manual Service Order - 1st	<b>DBT</b>	\$100.19	≨	\$77.41	\$83.12	\$71.19	\$64.97	\$91.37	\$92.52	\$75.98
Γ	NRC - Incremental Charge - Manuel Service Order - Add'1	TBD	\$100.19	Ş	\$77.41	\$93.12	\$71.19	\$64.97	\$91.37	\$92.52	\$75.98
	Common Transport										
	Per Mile per MOU	TBD	\$0.0000100	\$0.0000120	\$0.0000080 \$0.0000049 \$0.0000083 \$0.0000091	\$0.0000049	\$0.0000083		\$0.0000400 \$0.0000121		\$0.0000400
T	Facility Termination - Per MOU	TBD	\$0.0004500	\$0.0005000	\$0.0004152	\$0.0004280	\$0.0004700	\$0.0004281	\$0.0003800	\$0.0004672	\$0.0003600
	Tandem Switching:										
	Per MOU	TBO	\$0.0006300	\$0.0002800	\$0.0006757	\$0.0010960	\$0.0043000	\$0.0007834	\$0.0015000	\$0.0006843	\$0.0006760
$\Box$	Shared trunk port per port per MOU (EO side)	TBO	\$0.0003300	\$0.0003986	\$0.0002126	\$0.0003796	\$0.0003000	\$0.0002834	\$0.0003693	\$0.0004034	\$0.0003904
	Total:	TBD	\$0.0009600	\$0.0006886	\$0.0008883	\$0.0014756	\$0.0046000	\$0.0010668	\$0.0018693	\$0.0010877	\$0.0010664
皇	NOTES:										
Г											
₹	If no rate is identified in the contract, the rate for the specific service or function will be as	set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party	ble BellSouth	tariff or as neg	potiated by the	parties upon	request by eit	ther party.			

#### Attachment 4

**Physical Collocation** 

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### BELLSOUTH PHYSICAL COLLOCATION

#### 1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when CLEC-1 is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4.
  - All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.
- 1.2 Right to occupy. BellSouth shall offer to CLEC-1 collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth hereby grants to CLEC-1 a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by CLEC-1 and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by BellSouth that house BellSouth Network Facilities and all structures that house facilities on public rights-of-way, including but not limited to, vaults containing loop concentrators and other similar structures. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth Central Offices, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth Premises other than a Central Office. Notwithstanding the foregoing. BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within a two year period.
- 1.2.1 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unused space in the Central Office Premises. CLEC-1 will be responsible for any justification of unused space within its space, if such justification is required by the appropriate state commission.
- Use of Space. CLEC-1 shall use the Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) used or useful to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, CLEC-1 may at its option, place CLEC-1-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, CLEC-1 may connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through

co-carrier cross connect facilities designated by CLEC-1 pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 <u>Rates and charges</u>. CLEC-1 agrees to pay the rates and charges identified in Exhibit A attached hereto.

#### 2. Space Notification

- Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit CLEC-1 to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available.
- 2.2 Reporting. Upon request from CLEC-1, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.2.1 The request from CLEC-1 for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify CLEC-1 and inform CLEC-1 of the time frame under which it can respond.
- Denial of Application. After notifying CLEC-1 that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow CLEC-1, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application.

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- 2.4 <u>Filing of Petition for Waiver</u>. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).
- Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. CLEC-1 must submit an updated, complete, and correct application to BellSouth within 30 business days or notify BellSouth in writing that CLEC-1 wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If CLEC-1 does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.
- 2.6 <u>Public Notification</u>. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.
- 2.7 <u>State Agency Procedures</u>. Notwithstanding the foregoing, should any state regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof.

#### 3. Collocation Options

3.1 <u>Cageless</u>. In accordance and compliance with local building code, BellSouth shall allow CLEC-1 to collocate CLEC-1's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities but may require CLEC-1 to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where CLEC-1's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special

technical considerations, CLEC-1 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

- 3.2 <u>Cages and Adjacent Arrangement Enclosures</u>. At CLEC-1's option and upon request, BellSouth shall construct enclosures in compliance with CLEC-1's collocation request and in accordance and compliance with local building code. At CLEC-1's request, BellSouth shall permit CLEC-1 to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.
- When CLEC-1 subcontracts the construction, CLEC-1 must arrange with a BellSouth 3.3 Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at CLEC-1's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, CLEC-1 and CLEC-1's BellSouth Certified Contractor must comply with local building code requirements. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with CLEC-1 and provide, at CLEC-1's expense, the documentation, including architectural drawings, necessary for CLEC-1 to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to CLEC-1 the costs of providing the documentation. The BellSouth Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. CLEC-1 must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access CLEC-1's locked enclosure prior to notifying CLEC-1.
- 3.3.1 BellSouth has the right to review CLEC-1's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require CLEC-1 to remove or correct at CLEC-1's cost any structure that does not meet these standards.
- 3.4 <u>Shared (Subleased) Caged Collocation</u>. CLEC-1 may allow other telecommunications carriers to share CLEC-1's caged collocation arrangement pursuant to terms and conditions agreed to by CLEC-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section in accordance and compliance with local building code, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an

option. CLEC-1 shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by CLEC-1 that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and CLEC-1.

- 3.4.1 CLEC-1 shall be the sole interface and responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this application is not the initial application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.4.2 CLEC-1 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of CLEC-1's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's design and construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.
- 3.4.1 Should CLEC-1 elect such option, CLEC-1 must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CLEC-1 and CLEC-1's BellSouth Certified Contractor must comply with local building code requirements. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC-1's BellSouth Certified Contractor shall bill CLEC-1 directly for

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all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. CLEC-1 must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLEC-1's locked enclosure prior to notifying CLEC-1.

- 3.4.2 BellSouth maintains the right to review CLEC-1's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require CLEC-1, at CLEC-1's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 CLEC-1 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At CLEC-1's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.5.1 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

#### 4. Occupancy

- 4.1 <u>Commencement Date</u>. The "Commencement Date" shall be the day CLEC-1's equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify CLEC-1 in writing that the Collocation Space is ready for occupancy. CLEC-1 must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, CLEC-1's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.3 <u>Termination</u>. Except where otherwise agreed to by the Parties, CLEC-1 may terminate occupancy in a particular Collocation Space upon thirty (30) business days

prior written notice to BellSouth. Upon termination of such occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Collocation Space. CLEC-1 shall have thirty (30) business days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC-1's Guests; provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1 has fully vacated the Collocation Space. Should CLEC-1 or CLEC-1's Guest fail to vacate the Collocation Space within thirty (30) business days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 or CLEC-1's Guest at CLEC-1's expense and with no liability for damage or injury to CLEC-1 or CLEC-1's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment with respect to a Collocation Space, CLEC-1 shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by the CLEC-1 except for ordinary wear and tear unless otherwise agreed to by the Parties. CLEC-1 shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

#### 5. Use of Collocation Space

- Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia)
  Network Equipment Building Systems (NEBS) General Equipment Requirements:
  Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report
  SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section
  2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic
  noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code
  standards.

- 5.1.2 CLEC-1 shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.3 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment necessary to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of entrance in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. CLEC-1 will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. CLEC-1 will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to CLEC-1's equipment in the Collocation Space. In the event CLEC-1 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. CLEC-1 is responsible for maintenance of the entrance facilities. At CLEC-1's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.
- Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide CLEC-1 with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to CLEC-1's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.2.2 Shared Use. CLEC-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another CLEC-1 collocation arrangement within the same BellSouth Premises. CLEC-1 must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to CLEC-1-provided riser cable.
- 5.3 Splicing in the Entrance Manhole. Although not generally permitted, should CLEC-1 request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request. When the request for a splice is granted to CLEC-1 by BellSouth, CLEC-1 shall ensure its employees or agents entering and/or performing

work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

- 5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between CLEC-1's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. CLEC-1 shall be responsible for providing, and a supplier certified by BellSouth ("CLEC-1's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. CLEC-1 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision crossconnects that may be required within the Collocation Space to activate service requests. At CLEC-1's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. CLEC-1 must make arrangements with a BellSouth Certified Supplier for such placement.
- 5.5 <u>CLEC-1's Equipment and Facilities</u>. CLEC-1, or if required by this Attachment, CLEC-1's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.
- Co-carrier cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth's telecommunications services, unbundled network elements, and facilities, CLEC-1 may directly connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by CLEC-1 or through BellSouth facilities designated by CLEC-1, at CLEC-1's option. Such connections to other carriers may be made using either optical or electrical facilities. CLEC-1 may deploy such optical or electrical connections directly between its own facilities and the facilities of other interconnector(s) without being routed through BellSouth equipment.

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- 5.6.1 If CLEC-1 requests a co-carrier cross-connect after the initial installation, CLEC-1 must submit an application with a Subsequent Application Fee. CLEC-1 must use a BellSouth Certified Supplier to place the co-carrier cross connect, except in cases where the CLEC-1 equipment and the equipment of the other interconnector are located within contiguous Collocation Spaces. In cases where CLEC-1's equipment and the equipment of the other interconnector are located in contiguous Collocation Spaces, CLEC-1 will have the option to deploy the co-carrier cross connects between the sets of equipment. Where cable support structure exists for such connection, there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed, a pro-rated non-recurring charge for the individual case will be assessed to all that benefit from that construction.
- BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to CLEC-1 when access to the Collocation Space is required. CLEC-1 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that CLEC-1 will not bear any of the expense associated with this work.
- Access. Pursuant to Section 11, CLEC-1 shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of CLEC-1 or CLEC-1's Guests provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 Lost or Stolen Access Keys. CLEC-1 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC-1 shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other interconnector located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Collocation Space, or the Premises; shall not

work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

- Demarcation Point. BellSouth will designate the point(s) of interconnection between 5.4 CLEC-1's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. CLEC-1 shall be responsible for providing, and a supplier certified by BellSouth ("CLEC-1's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. CLEC-1 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision crossconnects that may be required within the Collocation Space to activate service requests. At CLEC-1's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. CLEC-1 must make arrangements with a BellSouth Certified Supplier for such placement.
- 5.5 <u>CLEC-1's Equipment and Facilities</u>. CLEC-1, or if required by this Attachment, CLEC-1's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.
- Co-carrier cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth's telecommunications services, unbundled network elements, and facilities, CLEC-1 may directly connect to other interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by CLEC-1 or through BellSouth facilities designated by CLEC-1, at CLEC-1's option. Such connections to other carriers may be made using either optical or electrical facilities. CLEC-1 may deploy such optical or electrical connections directly between its own facilities and the facilities of other interconnector(s) without being routed through BellSouth equipment.

- 5.6.1 If CLEC-1 requests a co-carrier cross-connect after the initial installation, CLEC-1 must submit an application with a Subsequent Application Fee. CLEC-1 must use a BellSouth Certified Supplier to place the co-carrier cross connect, except in cases where the CLEC-1 equipment and the equipment of the other interconnector are located within contiguous Collocation Spaces. In cases where CLEC-1's equipment and the equipment of the other interconnector are located in contiguous Collocation Spaces, CLEC-1 will have the option to deploy the co-carrier cross connects between the sets of equipment. Where cable support structure exists for such connection, there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed, a pro-rated non-recurring charge for the individual case will be assessed to all that benefit from that construction.
- BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to CLEC-1 when access to the Collocation Space is required. CLEC-1 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that CLEC-1 will not bear any of the expense associated with this work.
- Access. Pursuant to Section 11, CLEC-1 shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1 agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of CLEC-1 or CLEC-1's Guests provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- Lost or Stolen Access Keys. CLEC-1 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC-1 shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other interconnector located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Collocation Space, or the Premises; shall not

compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If CLEC-1 fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation. including without limitation the interruption of electrical power to CLEC-1's equipment. BellSouth will endeavor, but is not required, to provide notice to CLEC-1 prior to taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- Personalty and its Removal. Subject to requirements of this Attachment, CLEC-1 may place or install in or on the Collocation Space such facilities and equipment, including storage for spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, nor imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by CLEC-1 in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by CLEC-1 at any time. Any damage caused to the Collocation Space by CLEC-1's employees, agents or representatives during the removal of such property shall be promptly repaired by CLEC-1 at its expense.
- Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLEC-1. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2
- 5.12 <u>Janitorial Service</u>. CLEC-1 shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth Certified

Contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

#### 6. Ordering and Preparation of Collocation Space

- Should any state regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof.
- 6.2 <u>Application for Space</u>. CLEC-1 shall submit an application document when CLEC-1 or CLEC-1's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.
- 6.2.1 Initial Application. For CLEC-1 or CLEC-1's Guest(s) initial equipment placement, CLEC-1 shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"), together with payment of the Application Fee as stated in Exhibit A. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC-1's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.2.2 Subsequent Application Fee. In the event CLEC-1 or CLEC-1's Guest(s) desire to modify the use of the Collocation Space, CLEC-1 shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLEC-1 in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements. changes to power plant requirements, and equipment additions. The fee paid by CLEC-1 for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to CLEC-1. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a fee ranging from the minimum Subsequent Application Fee up to the full Application Fee for the appropriate state shall apply. In the event such modifications require the assessment

of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by CLEC-1 within 30 calendar days following CLEC-1's receipt of a bill or invoice from BellSouth.

- 6.3 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include the configuration of the space, the Cable Installation Fee, and the estimated Space Preparation Fee, as described in Section 7. When multiple applications are submitted within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.4 Application Modifications. If a modification or revision is made to any information in Sections 2 through 12 or 15 of a Bona Fide Application for Physical Collocation, or Sections 2 through 10 or 13 of a Bona Fide Application for Adjacent Collocation, either at the request of CLEC-1 or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate CLEC-1's Bona Fide Application as a result of changes requested by CLEC-1 to CLEC-1's original application, then BellSouth will charge CLEC-1 a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require CLEC-1 to resubmit the application with an Application Fee. CLEC-1 may modify or revise Section 1, 13, 14, or 16 of a Bona Fide Application for Physical Collocation, or Sections 1, 11, or 12 of a Bona Fide Application for Adjacent Collocation, without incurring additional expense or a longer Application Response interval.
- Bona Fide Firm Order. CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires CLEC-1 to complete the Application/Inquiry process described in Section 6.2, preceding, and submit the Physical Expanded Interconnection Firm Order document (BSTEI-1P-F) indicating acceptance of the Application Response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees, as set forth in Section 7. The Bona Fide Firm Order

- must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to CLEC-1's Bona Fide Application.
- 6.5.1 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CLEC-1's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.5.2 BellSouth will permit one accompanied site visit to CLEC-1's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to CLEC-1.
- 6.5.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.
- 6.5.4 CLEC-1 must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date CLEC-1 desires access to the Collocation Space.
- 6.6 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to. HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.
- 6.6.1 <u>Joint Planning Meeting</u>. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and CLEC-1 will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time

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- period will be provided to CLEC-1 during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.
- 6.6.2 <u>Permits</u>. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- Acceptance Walk Through. CLEC-1 and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by CLEC-1. BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.7 Use of BellSouth Certified Supplier. CLEC-1 shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in TR 73503 in the Collocation Space. In some cases, CLEC-1 must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLEC-1 with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC-1's equipment and components, installing cocarrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and CLEC-1 upon successful completion of installation. The BellSouth Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying CLEC-1 or any supplier proposed by CLEC-1.
- Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. CLEC-1 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC-1's Collocation Space. Upon request, BellSouth will provide CLEC-1 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLEC-1. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.
- 6.9 <u>Basic Telephone Service</u>. Upon request of CLEC-1, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.10 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Premises space or support mechanisms which is required to accommodate physical

collocation, unless otherwise specified in Attachment A. CLEC-1's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by CLEC-1 divided by the total Premises square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to, HVAC equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Premises basis. BellSouth will reimburse CLEC-1 in an amount equal to CLEC-1's reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

- 6.11 <u>Virtual Collocation Transition</u>. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, CLEC-1 may purchase 2-wire and 4-wire cross-connects as set forth in Exhibit A, and CLEC-1 may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, CLEC-1 may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to CLEC-1 within 180 calendar days of BellSouth's written denial of CLEC-1's request for physical collocation, and (ii) CLEC-1 was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then CLEC-1 may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. CLEC-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 6.12 <u>Cancellation</u>. If, at anytime, CLEC-1 cancels its order for the Collocation Space(s), CLEC-1 will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount CLEC-1 would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.
- 6.13 <u>Licenses.</u> CLEC-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all

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rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

#### 7. Rates and Charges

- Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding, CLEC-1 shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The estimated Space Preparation Fee and the Cable Installation Fee shall be included in the Application Response. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following CLEC-1's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Section 6.2.2) if CLEC-1 requests a modification to the arrangement.
- Documentation. Upon request following the receipt of a bill or invoice from BellSouth for the outstanding balance of the actual Space Preparation Fee, BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.
- 7.3 Space Preparation Fee in North Carolina. In North Carolina, the Space Preparation Fee is a monthly recurring charge, assessed per arrangement, per location, which is due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date CLEC-1 first occupies the Collocation Space, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for cageless space, the space preparation charge will be assessed based on the total floor space dedicated to CLEC-1 as described in Section 7.5. The Space Preparation Fee always consists of charges for Central Office Modifications, Power, and Common Systems Modifications. The charge for Common Systems Modification will be on a per square foot basis for cageless and on a per cage basis for caged collocation. The charge for Power will be assessed per the nominal -48V DC ampere requirements specified by CLEC-1 on the Bona Fide Application.
- 7.4 <u>Cable Installation</u>. Cable Installation Fee(s) are assessed per entrance fiber placed.
- 7.5 Floor Space. The floor space charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power CLEC-1's equipment. When the Collocation Space is enclosed, CLEC-1 shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, CLEC-1 shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers).

For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event CLEC-1's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, CLEC-1 shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date CLEC-1 first occupies the Collocation Space, whichever is sooner.

- 7.6 Power. BellSouth shall make available –48 Volt (-48V) DC power for CLEC-1's Collocation Space at a BellSouth Power Board or BellSouth Batter Distribution Fuse Bay ("BDFB") at CLEC-1's option within the Premises.
- Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to CLEC-1's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by CLEC-1's BellSouth Certified power Supplier. CLEC-1's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date.
- 7.6.2 The non-recurring construction charge for construction of additional DC power plant or upgrade of the existing DC power plant in a Premises as a result of CLEC-1's request to collocate in that Premises ("Power Plant Construction"), will be assessed per the nominal -48V DC ampere requirements specified by CLEC-1 on the physical collocation application. BellSouth reserves the right to monitor actual usage to verify accuracy of CLEC-1's power requirements. CLEC-1 shall pay its pro-rated share of costs associated with the Power Plant Construction, including but not limited to, standby AC plant elements, DC power plant elements, and the BDFB, where applicable. If CLEC-1 does not require power feeders from a BDFB, the BDFB component will not be applied to the Power Plant Construction charge. If CLEC-1 requires power feeders from both a BellSouth power board and a BellSouth BDFB, the Power Plant Construction charge will include all three components for the amount of nominal current fed from the BDFB, but will only include the standby AC and DC power plant components for the amount of nominal current fed from the power board. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) StandardGR-63-CORE. The costs of Power Plant Construction shall be prorated and shared among all who benefit from that construction. CLEC-1 shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction

costs prior to commencement of the work. CLEC-1 shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) calendar days of completion of the Power Plant Construction.

- 7.6.3 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, CLEC-1 has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of CLEC-1's dedicated power plant results in construction of a new power plant room. upon termination of this Agreement, CLEC-1 shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. CLEC-1 is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to CLEC-1's equipment. When obtaining power from a BellSouth BDFB or miscellaneous fuse positions on a BellSouth power board, power cables must be engineered, furnished and installed by CLEC-1 using a BellSouth Certified power Supplier. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by CLEC-1 must provide BellSouth a copy of the engineering power specifications prior to the Commencement Date. BellSouth will provide the power feeder cable support structure between the BellSouth BDFB or power board and CLEC-1's arrangement area. CLEC-1 shall contract a BellSouth Certified Supplier who will be responsible for the following: power cable support structure within CLEC-1's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. CLEC-1 shall comply with all applicable National Electric Code (NEC), BellSouth TR-73503, BellCore (Telcordia) and ANSI Standards regarding power cabling.
- 7.6.4 If CLEC-1 elects to install its own DC Power Plant, BellSouth shall provide AC power to feed CLEC-1's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC-1's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC-1's option, CLEC-1 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.7 <u>Security Escort.</u> A security escort will be required whenever CLEC-1 or its approved agent desires access to the entrance manhole or must have access to the Premises after

the one accompanied site visit allowed pursuant to Section 6.4.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

- 7.8 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC-1 shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC-1. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.
- 7.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). CLEC-1 will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

#### 8. Insurance

- 8.1 CLEC-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 8.2 CLEC-1 shall maintain the following specific coverage:
- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC-1's real and personal property situated on or within BellSouth's Central Office location(s).
- 8.2.4 CLEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- All policies purchased by CLEC-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all CLEC-1's property has been removed from BellSouth's Premises, whichever period is longer. If CLEC-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLEC-1.
- 8.5 CLEC-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLEC-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLEC-1's insurance company. CLEC-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc. Attn.: Risk Management Coordinator 675 W. Peachtree Street Rm. 17H53 Atlanta, Georgia 30375

- 8.6 CLEC-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 <u>Self-Insurance</u>. If CLEC-1's net worth exceeds five hundred million dollars (\$500,000,000), CLEC-1 may elect to request self-insurance status in lieu of

obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. CLEC-1 shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLEC-1 in the event that self-insurance status is not granted to CLEC-1. If BellSouth approves CLEC-1 for self-insurance, CLEC-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLEC-1's corporate officers. The ability to self-insure shall continue so long as the CLEC-1 meets all of the requirements of this Section. If the CLEC-1 subsequently no longer satisfies this Section, CLEC-1 is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.

- The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to CLEC-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

#### 9. Mechanics Liens

(BellSouth or CLEC-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

#### 10. Inspections

BellSouth shall conduct an inspection of CLEC-1's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLEC-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater,

advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

#### 11. Security and Safety Requirements

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of CLEC-1 will be permitted in the BellSouth Premises. CLEC-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLEC-1 name. BellSouth reserves the right to remove from its premises any employee of CLEC-1 not possessing identification issued by CLEC-1 or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLEC-1 shall be solely responsible for ensuring that any Guest of CLEC-1 is in compliance with all subsections of this Section 11.
- 11.1.1 CLEC-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC-1 employee being considered for work on the BellSouth Premises, for the states/counties where the CLEC-1 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.
- 11.1.2 CLEC-1 will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 CLEC-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLEC-1 shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any CLEC-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the even that CLEC-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLEC-1 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 For each CLEC-1 employee requiring access to a BellSouth Premises pursuant to this Attachment, CLEC-1 shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training

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were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLEC-1 may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 11.1.5 At BellSouth's request, CLEC-1 shall promptly remove from the BellSouth's Premises any employee of CLEC-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of CLEC-1 is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BST reserves the right to interview CLEC-1's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to CLEC-1's Security contact of such interview. CLEC-1 and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLEC-1 for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that CLEC-1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLEC-1 for BellSouth property which is stolen or damaged where an investigation determines the culpability of CLEC-1's employees, agents, or contractors and where CLEC-1 agrees, in good faith, with the results of such investigation. CLEC-1 shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. CLEC-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 <u>Use of Official Lines</u>. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth

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Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

#### 12. Destruction of Collocation Space

In the event a Collocation Space is wholly or partially damaged by fire, windstorm, 12.1 tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for CLEC-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to CLEC-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLEC-1 may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLEC-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLEC-1's permitted use, until such Collocation Space is fully repaired and restored and CLEC-1's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where CLEC-1 has placed an Adjacent Arrangement pursuant to section 3.4, CLEC-1 shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

#### 13. Eminent Domain

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

#### 14. Nonexclusivity

14.1 CLEC-1 understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

## EXHIBIT A: BELLSOUTH/CLEC-1 RATES – ALABAMA PHYSICAL COLLOCATION

Rates marked with an asterisk (\*) are interim and are subject to true-up

PE1BA		1		Non-Recurring
PE1BA			(RC)	Rate (NRC)
	Application Fee	Per request	NA	\$7,124.00
				Disconnect
				Charge \$1.73
PEICA	Subsequent Application Fee (Note	Per request	NA	\$1,600.00
	1)		INA	Minimum
				Minimum
PE1BG	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton		\$2,400.00
		minimum)		42,700,00
PE1BB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq.		ICB
		ft.		
PE1SE	Frame / Aisle Lighting	Per arrangement, sq.		ICB
		ft.		
PE1SG	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3)			
PE1BW	Welded Wire-mesh	Dan 6 100 0	010664	
PEICW	Welded Wire-mesh	Per first 100 sq. ft. Per add'1 50 sq. ft.	\$136.64	NA
T D T C W	weided whe-mesh	Per add 150 sq. n.	\$15.85	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.85	NA
PEIBD	Cobio Installadian			
PEIBD	Cable Installation	Per cable	NA NA	\$2,335.00
PE1PM	Cable Support Structure	Per entrance cable	\$23.23	NA
				1171
	Power			
PE1PL	-48V DC Power	Per amp	\$7.14	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB.
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
	Cross Connects (Note 4)	Der cross connect		D:/A 1111
PE1P2	2-wire	Per cross connect	* ^ ^	First/Add'l
PE1P4	4-wire		\$.28	\$30.76/\$29.40 \$31.01/\$30.58
			\$.56	<b>\$31.01/\$29.58</b>
PE1P1	DS-1	]	\$2.14	\$60.81/\$41.71

		ABAMA (continued)		
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		First/Add'1
PE1F2	2-fiber		\$12.10	\$55.46/\$39.18
PE1F4	4-fiber		\$21.75	\$66.71/\$50.43
				Disconnect
				Charges
				First/Add'l
	2-wire			\$12.75/\$11.38
	4-wire			\$12.82/\$11.39
	DS-1			\$12.85/\$11.50
	DS-3			\$14.93/\$11.76
	2-fiber			\$16.83/\$13.27
	4-fiber			\$21.86/\$18.31
	Co-Carrier Cross-Connect (Note			
	5)			
PE1ES	Fiber Cable Support Structure,	Per linear ft.	\$0.06	NIA
Fiber	existing	1 or infom it.	\$0.00	NA
PE1DS	Copper or Coaxial Cable Support	Per linear ft.	\$0.03	NA
Copper	Structure, existing	100	\$0.05	NA
(TBD)	Cable Support Structure	Per new	NA	ICB
	Construction, new	construction		ICB
PEIAX	S			
PEIAX	Security Access System Security System*	Per central office	\$52.00	
	New Access Card Activation*	Per card		\$55.00
PEIAA	Administrative change, existing card*	Per card		\$35.00
PEIAR	Replace lost or stolen card*	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises		<b>#550.00</b>
. 2.01	Space Tvanability Report	requested		\$550.00
		requested		
	POT Bay Arrangements	Per cross connect		
	Prior to 6/1/99			
PE1PE	2-Wire Cross-Connect		\$0.08	NA
PEIPF	4-Wire Cross-Connect		\$0.17	NA -
PE1PG	DS1 Cross-Connect		\$0.69	NA
PE1PH	DS3 Cross-Connect		\$4.74	NA
PE1B2	2-Fiber Cross-Connect		\$32.02	NA
PE1B4	4-Fiber Cross-Connect		\$40.48	NA

	ALA	BAMA (continued)		
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
АЕН	Additional Engineering Fee (Note 6)	Per request, First half hour/add'l half hour		First/Add'1 Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	\$43.47/\$25.82
PE1OT	Overtime		NA	\$55.25/\$32.79
PE1PT	Premium Time		NA	\$67.03/\$39.76

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth assessment related to expenditure of capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.
- (3) Space Enclosure: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.

## EXHIBIT A: BELLSOUTH/CLEC-1 RATES – ALABAMA PHYSICAL COLLOCATION (continued)

(4) Cross Connects: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	\$34.03 / \$32.67	\$14.48 / \$13.11
4-wire	\$34.28 / \$32.85	\$14.55 / \$13.12
DS-1	\$64.08 / \$44.98	\$14.58 / \$13.23
DS-3	\$61.07 / \$43.08	\$16.66 / \$13.49

- (5) Co-Carrier Cross-Connect: As stated in Section 1.2 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

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# EXHIBIT A: BELLSOUTH/CLEC-1 RATES – FLORIDA PHYSICAL COLLOCATION

Rates marked with an asterisk (\*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate	Non-Recurring
			(RC)	Rate (NRC)
PE1BA	Application Fee	Per request	\$15.53	\$3,248.00
			<b>V</b> 13.33	\$3,240.00
PE1CA	Subsequent Application Fee (Note	Per request	NA	\$1,600.00
	1)	-	- 1.	Minimum
<u> </u>				
PEIBG	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton		\$2,400.00
DEIDD		minimum)		, ,
PE1BB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq.		ICB
DD 4 6 T		ft.		
PE1SE	Frame / Aisle Lighting	Per arrangement, sq.		ICB
		ft.		
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
DE ( DIII	Space Enclosure (Note 3)			
PE1BW	Wire Cage	Per first 100 sq. ft.	\$41.99	NA
PE1BC	Gypsum Board Cage	Per first 100 sq. ft	\$84.10	NA
PEIBF	Fire Rated Cage	Per first 100 sq. ft.	\$99.73	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	64.14	
PE1CC	Gypsum Board Cage	Per add'l 50 sq. ft.	\$4.14	NA
PE1CF	Fire Rated Cage	Per add'1 50 sq. ft.	\$9.35	NA
		Ter add 130 sq. It.	\$11.30	NA
PE1PJ	Floor Space	Per sq. ft.	\$4.25	
		1 or sq. 1t.	34.23	NA NA
PEIBD	Cable Installation	Per cable	\$2.77	\$1,056.00
22122				Ψ1,030.00
PE1PM	Cable Support Structure		\$22.94	NA
	Power			
PE1PL	-48V DC Power	Do	25.25	
PE1FB	120V AC Power single phase*	Per amp	\$6.95	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$5.50	ICB
PEIFE	120V AC Power three phase*	Per breaker amp Per breaker amp	\$11.00	ICB
PEIFG	277 AC Power three phase*	Per breaker amp	\$16.50	ICB
		rei oreaker amp	\$38.20	ICB
	Cross Connects (Note 4)	Per cross connect		
PE1P2	2-wire	- 3	\$.0524	\$11.57
PE1P4	4-wire		\$.0524 \$.0524	\$11.57 \$11.57

	FL	ORIDA (continued)		
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		
PE11S	DS-1/DCS		\$8.085	\$69.64
PE1P1	DS-1/DSX		\$.4110	\$69.64
PE13S	DS-3/DCS		\$56.97	\$528.00
PE13X	DS-3/DSX		\$10.06	\$528.00
PE1F2	Optical Cross Connects		\$6.46	\$2,431.00
	Co-Carrier Cross-Connect (Note 5)			
PE1ES Fiber	Fiber Cable Support Structure, existing	Per linear ft.	\$0.06	NA
PE1DS Copper	Copper or Coaxial Cable Support Structure, existing	Per linear ft.	\$0.03	NA
(TBD)	Cable Support Structure	Per new	NA NA	ICB
	Construction, new	construction		102
<del></del>				
PEIAX	Security Access System Security System*	Per premises	\$52.00	
	New Access Card Activation*	Per request 5 cards	NA	\$85.12
PE1AA	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card*	Per card		\$250.00
PEISR	Space Availability Report*	Per premises requested		\$550.00
	POT Bay (Note 6)		NA	N
			INA	NA
AEH	Additional Engineering Fee (Note	Per request, First		First/Add'l
	7)	half hour/add'l half		Basic Time
	·	hour		\$31.00/\$22.00
				Overtime
				\$37.00/\$26.00
				Ψ5 / .00/ Ψ20.00
	Security Escort	Per ¼ hour		
PEIBT	Basic Time		NA NA	\$10.89
PE1OT	Overtime		NA	\$13.64
PEIPT	Premium Time		NA	\$16.40

## EXHIBIT A: BELLSOUTH/CLEC-1 RATES – FLORIDA PHYSICAL COLLOCATION (continued)

#### Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.
- (3) Space Enclosure Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (4) Cross Connects: Rates shown are the equivalent per cross connect rates based on the Florida PSC Ordered rates as follows:

Cross Connects	Per Cross Connect	<u>RC</u>	NRC
2-wire	Per 100 X-Connects	\$5.24	\$1,157.00
4-wire	Per 100 X-Connects	\$5.24	\$1,157.00
DS-1/DCS	Per 28 X-Connects	\$226.39	\$1,950.00
DS-1/DSX	Per 28 X-Connects	\$11.51	\$1,950.00
DS-3/DCS	Per Cross Connect	\$56.97	\$ 528.00
DS-3/DSX	Per Cross Connect	\$10.06	\$528.00
Optical Cross Connects	Per Cross Connect	\$6.46	\$2,431.00

### EXHIBIT A: BELLSOUTH/CLEC-1 RATES – FLORIDA PHYSICAL COLLOCATION (continued)

- (5) Co-Carrier Cross-Connect. As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) POT Bays: BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for CLEC-1 to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.
- (7) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

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## EXHIBIT A: BELLSOUTH/CLEC-1 RATES – GEORGIA PHYSICAL COLLOCATION

Rates marked with an asterisk (\*) are interim and subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA NA	\$3,850.00
			1111	Ψ5,050.00
PE1CA	Subsequent Application Fee (Note	Per request	NA	\$1,600.00
	1)	•		Minimum
PE1BG	Space Preparation Fee (Note 2)	Per sq. ft.	NA	\$100.00
DEIDH	Space Enclosure (Note 3)			
PEIBW	Welded Wire-mesh	Per first 100 sq. ft.	\$170.64	NA
PEICW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$17.33	NA
	Floor Space			
PE1PJ	Zone A	D A	07.50	
PEIPK	Zone B	Per sq. ft.	\$7.50	NA
ILIIK	Zone B	Per sq. ft.	\$6.75	NA NA
PE1BD	Cable Installation	Per cable	NA	#2.750.00
	Cubic Instantation	I ci caule	NA NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
		7 07 0114 4110 04010	\$15.55	IVA
	Power			
PE1PL	-48V DC Power	Per amp	\$5.00	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire	•	\$0.30	\$12.60/\$12.60
PE1P4	4-wire		\$0.50	\$12.60/\$12.60
PE1P1	DS-1		\$8.00	\$155.00/\$27.00
PE1P3	DS-3		\$72.00	\$155.00/\$27.00
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78
	Co Comies Conse Consent Olive			
	Co-Carrier Cross-Connect (Note 4)			
PEIES	Fiber Cable Support Structure,	Per linear ft.	00.05	***
Fiber	existing	rer linear II.	\$0.06	NA
PEIDS	Copper or Coaxial Cable Support	Per linear ft.	60.00	374
Copper	Structure, existing	rer inicar It.	\$0.03	NA
(TBD)	Cable Support Structure	Per new	NT A	ion
(120)	Construction, new	construction	NA	ICB
	Constitution, new	COURT ACTION		

_	GE	ORGIA (continued)		
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$52.00	
	New Access Card Activation*	Per card		\$55.00
PElAA	Administrative change, existing card*	Per card		\$35.00
PEIAR	Replace lost or stolen card*	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
-	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
AEH	Additional Engineering Fee (Note 5)	Per request, First half hour/add'l half		First/Add'l
		hour		Basic Time \$31.00/\$22.00
		nout		Overtime
				\$37.00/\$26.00
	Security Escort	Per half hr./Add'l		
		half hr.		
PE1BT	Basic Time		NA NA	\$41.00/\$25.00
PE1OT	Overtime		NA	\$48.00/\$30.00
PEIPT	Premium Time		NA	\$55.00/\$35.00

#### Note(s)

N/A refers to rate elements which do not have a negotiated rate.

(1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.

### EXHIBIT A: BELLSOUTH/CLEC-1 RATES – GEORGIA PHYSICAL COLLOCATION (continued)

- (2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.
- (3) Space Enclosure Fee: The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (4) Co-Carrier Cross-Connect. As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

# EXHIBIT A: BELLSOUTH/CLEC-1 RATES – KENTUCKY PHYSICAL COLLOCATION

Rates marked with an asterisk (\*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate	Non-Recurring
			(RC)	Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$9,926.72
PE1CA	Colored A II di B GY	_		
PEICA	Subsequent Application Fee (Note	Per request	NA	\$1,600.00
···	1)			Minimum
PE1BG	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton		<b>#2 400 00</b>
		minimum)		\$2,400.00
PE1BB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq.		\$1,673.00 ICB
		ft.		ICB
PE1SE	Frame / Aisle Lighting	Per arrangement, sq.		ICB
		ft.		ICB
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3)			
PEIBW	Welded Wire-mesh	Per first 100 sq. ft.	\$201.02	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.42	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$6.00	NT.A
	- 100- 500-	TOT SQ. II.	\$5.00	NA
PE1BD	Cable Installation	Per cable	NA	\$2,327.08
22121				
PEIPM	Cable Support Structure	Per entrance cable	\$24.23	NA
	Power			
PE1PL	-48V DC Power	Per amp	\$7.68	ICD
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
			430.20	TCD
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		\$0.31	\$54.21/\$51.07
PE1P4	4-wire		\$0.62	\$54.23/\$50.96
PE1P1	DS-1		\$1.92	\$99.23/\$69.15
PE1P3	DS-3		\$39.94	\$97.48/\$66.90
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78

	KEN	TUCKY (continued)		
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Co-Carrier Cross-Connect (Note			
	4)			
PEIES	Fiber Cable Support Structure,	Per linear ft.	\$0.06	NA
Fiber	existing			
PEIDS	Copper or Coaxial Cable Support	Per linear ft.	\$0.03	NA
Copper	Structure, existing			
(TBD)	Cable Support Structure	Per new	NA	ICB
	Construction, new	construction		
PEIAX	Security Access System Security	Per premises	852.00	······································
LLIAA	System*	rei pieillises	\$52.00	
	New Access Card Activation	Per card	,	<b>PEE 00</b>
PE1AA	Administrative change, existing	Per card		\$55.00 \$35.00
	card	1 cr card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report	Per premises		\$550.00
		requested		
	POT Bay Arrangements	Per cross-connect		
	Prior to 6/1/99	1 Ci Ci OSS-COIMICCI		
PE1PE	2-Wire Cross-Connect		\$0.06	NA
PE1PF	4-Wire Cross-Connect		\$0.15	NA NA
PE1PG	DS1 Cross-Connect		\$0.58	NA NA
PE1PH	DS3 Cross-Connect		\$4.51	NA NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA NA
	Security Escort	Per half hr./Add'l		
		half hr.		
PEIBT	Basic Time		NA NA	<b>\$56.09/\$31.99</b>
PEIOT	Overtime		NA	<b>\$67.75/\$39.00</b>
PE1PT	Premium Time		NA	\$79.41/\$46.01
AEH	Additional Engineering Fee (Note	Per request, first		First/Add'l
	5)	half hr/add'l half hr.		Basic Time
	-	in in the second		\$31.00/\$22.00
				Overtime
				\$37.00/\$26.00

# EXHIBIT A: BELLSOUTH/CLEC-1 RATES – KENTUCKY PHYSICAL COLLOCATION (continued)

#### Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.
- (3) Space Enclosure Fee: The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (4) Co-Carrier Cross-Connect. As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

## EXHIBIT A: BELLSOUTH/CLEC-1 RATES – KENTUCKY PHYSICAL COLLOCATION (continued)

(5) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

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## EXHIBIT A: BELLSOUTH/CLEC-1 RATES – LOUISIANA PHYSICAL COLLOCATION

Rates marked with an asterisk (\*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate	Non-Recurring	
	-		(RC)	Rate (NRC)	
PE1BA	Application Fee	Per request	NA	\$4,910.00	
				Ψ1,510.00	
PE1CA	Subsequent Application Fee (Note	Per request	NA	\$1,600.00	
	1)	•		Minimum	
				177711111111111111111111111111111111111	
PE1BG	Space Preparation Fee (Note 2)				
	Mechanical / HVAC*	Per ton (one ton		\$2,400.00	
		minimum)		, , , , , , , ,	
PE1BB	Ground Bar*	Per connection		\$720.00	
PE1SC	Project Management*	Per arrangement		\$1,675.00	
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq.		ICB	
		ft.			
PE1SE	Frame / Aisle Lighting	Per arrangement, sq.		ICB	
		ft.			
PE1S	Framework Ground Conductors	Per arrangement		ICB	
PE1SH	Extraordinary Modifications	Per arrangement		ICB	
	Space Enclosure (Note 3)				
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	\$197.55	NA	
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.07	NA	
PE1PJ	Floor Space	Per sq. ft.	\$4.01	NA	
DEIDD					
PEIBD	Cable Installation	Per cable	NA	\$1,706.00	
				Disconnect charge	
				\$36.00	
PE1PM	Coble Suggest Standard				
TEIFWI	Cable Support Structure	Per entrance cable	\$24.05	NA NA	
	Power				
PE1PL	-48V DC Power	Dan	05.15		
PE1FB	120V AC Power single phase*	Per amp	\$7.15	ICB	
PE1FD	240V AC Power single phase*	Per breaker amp	\$5.50	ICB	
PEIFE	120V AC Power three phase*	Per breaker amp	\$11.00	ICB	
PE1FG	277 AC Power three phase*	Per breaker amp Per breaker amp	\$16.50	ICB	
	2 Ito I ower three phase	i ei bieaker amp	\$38.20	<u>ICB</u>	
	Cross Connects (Note 4)	Per cross connect		Finat/A JJ21	
DEIDO	2-wire	1 of Closs Collicct	£0.26	First/Add'l	
PETP2	_ ···~· =		\$0.26	<b>\$23.04/\$22.11</b>	
PE1P2 PE1P4	4-wire		en sa		
PE1P2 PE1P4 PE1P1	4-wire DS-1		\$0.52 \$2.03	\$23.23/\$22.24 \$43.61/\$30.60	

USOC	Deta El	UISIANA (continued)	<del></del>	
USUC	Rate Element Description	Unit	Recurring Rate	Non-Recurring
	Constitution		(RC)	Rate (NRC)
PE1F2	Cross Connects (continued)	Per cross connect		First/Add'l
PE1F2 PE1F4	2-fiber		\$19.13	\$41.07/\$29.63
PEIF4	4-fiber		\$34.38	\$49.81/\$38.37
				Disconnect
				Charges
	2			First/Add'l
	2-wire			\$9.48/\$8.54
	4-wire			\$9.53/\$8.55
	DS-1			\$9.56/\$8.63
	DS-3			\$11.06/\$8.86
	2-fiber			\$12.84/\$10.29
	4-fiber			\$16.75/\$14.20
<del></del>	C. C			
	Co-Carrier Cross-Connect (Note			
PEIES	5)			
Fiber	Fiber Cable Support Structure,	Per linear ft.	\$0.06	NA
PE1DS	existing			
	Copper or Coaxial Cable Support	Per linear ft.	\$0.03	NA
Copper	Structure, existing			•
(TBD)	Cable Support Structure	Per new	NA	ICB
	Construction, new	construction		
PEIAX	Source A			
FEIAA	Security Access System Security System*	Per premises	\$52.00	
	New Access Card Activation*	Per card		\$55.00
PE1AA	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
				\$230.00
PE1SR	Space Availability Report*	Per premises		\$550.00
	•	requested		\$330.00
	POT Bay Arrangements	Per cross-connect		
	Prior to 6/1/99			
PE1PE	2-Wire Cross-Connect		\$0.0776	NA
PE1PF	4-Wire Cross-Connect		\$0.1552	NA NA
PE1PG	DS1 Cross-Connect		\$0.6406	NA NA
PE1PH	DS3 Cross-Connect		\$4.75	NA NA
PE1B2	2 Fiber Cross-Connect		\$47.44	NA NA
PE1B4	4 Fiber Cross-Connect		\$63.97	NA NA

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		(120)
PE1BT	Basic Time		NA NA	\$32.35/\$19.95
PE1OT	Overtime		NA	\$40.50/\$25.00
PE1PT	Premium Time		NA	\$48.66/\$30.05
AEH	Additional Engineering Fee (Note	Per request, first		First/Add'l
	6)	half hr/add'l half hr.		Basic Time
				\$31.00/\$22.00
				Overtime
Noto(a)				\$37.00/\$26.00

#### Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.
- (3) Space Enclosure Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.

### EXHIBIT A: BELLSOUTH/CLEC-1 RATES – LOUISIANA PHYSICAL COLLOCATION (continued)

(4) Cross Connects: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	\$24.92/\$23.99	\$10.56/\$9.62
4-wire	\$25.11/\$24.12	\$10.61/\$9.63
DS-1	\$45.49/\$32.48	\$10.64/\$9.71
DS-3	\$43.34/\$31.08	\$12.14/\$9.94

- (5) Co-Carrier Cross-Connect. As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

## EXHIBIT A: BELLSOUTH/CLEC-1 RATES – MISSISSIPPI PHYSICAL COLLOCATION

USOC	arked with an asterisk (*) are int  Rate Element Description	Unit	Recurring Rate	Non-Recurring
			(RC)	Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$6,993.00
				Disconnect
				Charge
				\$1.70
PE1CA	Subsequent Application Fee (Note	Per request	NA	\$1,600.00
w <u></u>	1)			Minimum
PE1BG	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton		\$2.400.00
		minimum)		\$2,400.00
PE1SBB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq.		\$1,075.00 ICB
		ft.		ICD
PE1SE	Frame / Aisle Lighting	Per arrangement, sq.		ICB
		ft.		ICD
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
_	Space Enclosure (Note 3)			
PEIBW	Welded Wire-mesh	Per first 100 sq. ft.	\$205.08	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.83	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$3.45	
			451.5	
PE1BD	Cable Installation	Per cable	NA	\$2,419.00
				Disconnection
				charge \$53.24
PE1PM	Cable Support Structure	Per entrance cable	\$22.90	NA
			0.000	1171
	Power			-
PEIPL	-48V DC Power	Per amp	\$6.93	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
	Cross Connects (Note 4)	Denomina		
PE1P2	Cross Connects (Note 4) 2-wire	Per cross connect		First/Add'l
PE1P4	4-wire		\$.3996	\$30.93/\$29.59
	4-ATC		\$.7992	<b>\$3</b> 1.17/ <b>\$</b> 29.77

	MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)	
F-II	Cross Connects (continued)	Per cross connect		First/Add'1	
PE1P1	DS-1		\$2.90	\$60.42/\$41.68	
PE1P3	DS-3		\$53.31	\$57.45/\$39.81	
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82	
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78	
				Disconnect	
				Charges	
				First/Add'l	
•	2-wire			\$12.76/\$11.43	
	4-wire			\$12.83/\$11.43	
	DS-1			\$12.87/\$11.54	
	DS-3			\$14.92/\$11.80	
	2-fiber			\$12.96/\$10.34	
	4-fiber			\$16.97/\$14.35	
	Co-Carrier Cross-Connect (Note				
	5)				
PE1ES	Fiber Cable Support Structure,	Per linear ft.	\$0.06	NA	
Fiber	existing				
PE1DS	Copper or Coaxial Cable Support	Per linear ft.	\$0.03	NA	
Copper	Structure, existing				
(TBD)	Cable Support Structure	Per new	NA NA	ICB	
	Construction, new	construction			
PE1AX	Security Access System Security System*	Per premises	\$52.00		
	New Access Card Activation*	Per card		\$55.00	
PE1AA	Administrative change, existing card*	Per card		\$35.00	
PE1AR	Replace lost or stolen card	Per card		\$250.00	
PE1SR	Space Availability Report*	Por recomisos	<u> </u>	<b>\$550.00</b>	
LISK	Space Availability Report	Per premises requested		\$550.00	
		requested			
	POT Bay Arrangements	Per cross-connect			
	Prior to 6/1/99	1 of oross-connect			
PE1PE	2-Wire Cross-Connect		\$0.1195	NA	
PEIPF	4-Wire Cross-Connect		\$0.2389	NA NA	
PEIPG	DS1 Cross-Connect		\$0.9862	NA NA	
PE1PH	DS3 Cross-Connect		\$5.81	NA NA	
PE1B2	2 Fiber Cross-Connect		\$38.79	NA NA	
PE1B4	4 Fiber Cross-Connect		\$52.31	NA NA	

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•	MISSISSIPPI (continued)					
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)		
-	Security Escort	Per half hr./Add'l half hr.				
PE1BT	Basic Time		NA	\$42.87/\$25.54		
PE1OT	Overtime		NA	\$54.43/\$32.41		
PE1PT	Premium Time		NA	\$65.99/\$39.28		
AEH	Additional Engineering Fee (Note	Per request, first		First/Add'l		
	6	half hr/add'l half hr.		Basic Time		
				\$31.00/\$22.00		
				Overtime		
Madada				\$37.00/\$26.00		

#### Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.
- (3) Space Enclosure Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.

### EXHIBIT A: BELLSOUTH/CLEC-1 RATES - MISSISSIPPI PHYSICAL COLLOCATION (continued)

(4) Cross Connects: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges
	First / Additional	First / Additional
2-wire	\$33.58 / \$32.24	\$14.27 / \$12.94
4-wire	\$33.82 / \$32.42	\$14.34 / \$12.94
DS-1	\$63.07 / \$44.33	\$14.38 / \$13.05
DS-3	\$60.10 / \$42.46	\$16.43 / \$13.31

- (5) Co-Carrier Cross-Connect. As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

### EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA PHYSICAL COLLOCATION

Rates marked with an asterisk (\*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate	Non-Recurring
			(RC)	Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee (Note	Per request	NA	\$1,600.00
	1)			Minimum
	Space Preparation Fee			
	Central Office Modification	Per sq. ft.	\$1.57	
	Common Systems Modification –	Per sq. ft.	\$3.26	
	Cageless	_		
	Common Systems Modification –   Caged	Per cage	\$110.79	
	Power	Per nominal -48v	\$5.76	
		DC Amp		
	Space Enclosure (Note 2)			
PEIBW	Welded Wire-mesh	Per first 100 sq. ft.	\$102.76	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$10.44	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$3.45	NA
		101 54. 11.	Ψυ	IVA
PE1BD	Cable Installation	Per cable	NA	\$2,305.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.33	NA
25127	Power	_		
PEIPL	-48V DC Power	Per amp	\$6.65	ICB
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PEIFD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
	Cross Connects (Note 3)	Per cross connect		E:+/A J-171
PE1P2	2-wire	rei cioss connect	\$0.32	First/Add'l \$41.78/\$39.23
PE1P4	4-wire		\$0.32 \$0.64	\$41.78/\$39.25 \$41.91/\$39.25
PEIPI	DS-1		\$2.34	\$71.02/\$51.08
PE1P3	DS-3		\$42.84	\$69.84/\$49.43
PE1F2	2-fiber		\$15.99	\$67.34/\$48.55
PE1F4	4-fiber		\$28.74	\$82.35/\$63.56

	NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)	
	Co-Carrier Cross-Connect (Note				
	4)				
PE1ES	Fiber Cable Support Structure,	Per linear ft.	\$0.06	NA	
Fiber	existing				
PE1DS	Copper or Coaxial Cable Support	Per linear ft.	\$0.03	NA	
Copper	Structure, existing				
(TBD)	Cable Support Structure	Per new	NA	ICB	
	Construction, new	construction			
PE1AX	Security Access System Security	Per premises	\$52.00		
LLIAA	System*	1 or promises	\$52.00		
	New Access Card Activation*	Per card		\$55.00	
PEIAA	Administrative change, existing	Per card		\$35.00 \$35.00	
101101	card*	T or our		Ψ55.00	
PEIAR	Replace lost or stolen card	Per card		\$250.00	
PE1SR	Space Availability Report*	Per premises		\$550.00	
		requested			
	POT Bay Arrangements	Per cross-connect			
	Prior to 6/1/99				
PEIPE	2-Wire Cross-Connect		\$0.10	NA	
PE1PF	4-Wire Cross-Connect		\$0.19	NA	
PE1PG	DS1 Cross-Connect		\$0.79	NA	
PE1PH	DS3 Cross-Connect		\$4.85	NA	
PE1B2	2 Fiber Cross-Connect		\$39.67	NA	
PE1B4	4 Fiber Cross-Connect		\$53.49	NA	
	Security Escort	Per half hr./Add'l half hr.			
PEIBT	Basic Time	nan m.	NA	\$42.92/\$25.56	
PEIOT	Overtime		NA NA	\$54.51/\$32.44	
PEIPT	Premium Time		NA NA	\$66.10/\$39.32	
				<del></del>	
AEH	Additional Engineering Fee (Note	Per request, first		First/Add'l	
	5)	half hr/add'l half hr.		Basic Time	
				\$31.00/\$22.00	
				Overtime	
				<b>\$37.00/\$26.00</b>	

### EXHIBIT A: BELLSOUTH/CLEC-1 RATES - NORTH CAROLINA PHYSICAL COLLOCATION (continued)

#### Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) Space Enclosure Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (3) Cross Connect: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First/Additiona	
2-wire	\$46.53/\$43.98	
4-wire	\$46.64/\$43.98	
DS-1	\$75.72/\$55.78	
DS-3	\$74.54/\$54.13	

(4) Co-Carrier Cross-Connect. As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

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### EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA PHYSICAL COLLOCATION (continued)

(5) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

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### EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA PHYSICAL COLLOCATION

Rates marked with an asterisk (\*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate	Non-Recurring
DE1D 4			(RC)	Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$4,850.00
PE1CA	Subsequent Application Fee (Note	Per request	NA	\$1,600.00
	1)	Total Toquest		Minimum
PE1BG	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton		\$2,400.00
~~.~~		minimum)		
PEIBB	Ground Bar*	Per connection		\$720.00
PEISC	Project Management*	Per arrangement		\$1,675.00
PEISD	Cable Racking / Fiber Duct	Per arrangement, sq. ft.		ICB
PEISE	Frame / Aisle Lighting	Per arrangement, sq.		ICB
		ft.		
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	\$224.60	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$22.81	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$3.90	NA
PE1BD	Cable Installation	Per cable	NA	\$2,217.00
				42,211100
PE1PM	Cable Support Structure	Per entrance cable	\$24.55	NA
	Power			
PE1PL	-48V DC Power	Don some	\$7.09	ICB
PEIFB	120V AC Power single phase*	Per amp Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PEIFE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PEIFG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
12110	277 He I ower three phase	Ter oreaser amp	\$30.20	1CD
	Cross Connects (Note 4)	Per cross connect		First/Add'l
PE1P2	2-wire		\$.3648	\$41.50/\$38.94
PE1P4	4-wire		\$.7297	\$41.56/\$38.90
PE1P1	DS-1		\$2.70	<b>\$70.</b> 79/\$50.78
PE1P3	DS-3		\$49.24	<b>\$69.</b> 60/\$49.14
PE1F2	2-fiber		\$15.06	\$69.28/\$48.89
PE1F4	4-fiber		\$27.08	<b>\$84.07/\$6</b> 3.68

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SOUTH CAROLINA (continued)					
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)	
	Co-Carrier Cross-Connect (Note				
	5)				
PE1ES	Fiber Cable Support Structure,	Per linear ft.	\$0.06	NA	
Fiber	existing				
PE1DS	Copper or Coaxial Cable Support	Per linear ft.	\$0.03	NA	
Copper	Structure, existing				
(TBD)	Cable Support Structure	Per new	NA	ICB	
	Construction, new	construction			
PEIAX	Security Access System Security	Per premises	\$52.00		
	System*	1 or promises	\$52.00		
	New Access Card Activation*	Per card		\$55.00	
PE1AA	Administrative change, existing	Per card		\$35.00 \$35.00	
	card*	T or our		\$33.00	
PE1AR	Replace lost or stolen card	Per card		\$250.00	
PE1SR	Space Availability Report*	Per premises		\$550.00	
LLISIC	Space Availability Report	requested		\$550.00	
		Toquestea			
	POT Bay Arrangements	Per cross-connect			
	Prior to 6/1/99				
PE1PE	2-Wire Cross-Connect		\$0.1091	NA	
PE1PF	4-Wire Cross-Connect		\$0.2181	NA	
PE1PG	DS1 Cross-Connect		\$0.9004	NA	
PE1PH	DS3 Cross-Connect		\$5.64	NA	
PE1B2	2 Fiber Cross-Connect		\$37.36	NA	
PE1B4	4 Fiber Cross-Connect		\$50.38	NA	
	Security Escort	Per half hr./Add'l			
	<u> </u>	half hr.			
PEIBT	Basic Time		NA	\$43.00/\$25.57	
PEIOT	Overtime		NA	\$54.62/\$32.46	
PEIPT	Premium Time		NA	\$66.24/\$39.35	
AEH	Additional Engineering Fee (Note	Per request, first		First/Add'l	
-	6	half hr/add'l half hr.		Basic Time	
				\$31.00/\$22.00	
				Overtime	
				\$37.00/\$26.00	

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### EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (continued)

#### Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.
- (3) Space Enclosure Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum sure. It recovers costs associated with providing an optional equipment arrangement sure, which include architectural and engineering fees, materials, and installation costs. cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (4) Cross Connects: The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional
2-wire	\$46.66 / \$44.10
4-wire	\$46.68 / \$44.02
DS-1	\$75.88 / \$55.87
DS-3	\$74.69 / \$54.23

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### EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (continued)

- (5) Co-Carrier Cross-Connect. As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

## EXHIBIT A: BELLSOUTH/CLEC-1 RATES – TENNESSEE PHYSICAL COLLOCATION

\* Rates are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate	Non-Recurring
			(RC)	Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee (Note	Per request	NA	\$1.600.00
	1)	1 of request	INA	\$1,600.00 Minimum
	-/			Iviinimum
PE1BG	Space Preparation Fee (Note 2)			
	Mechanical / HVAC*	Per ton (one ton		\$2,400.00
		minimum)		,
PE1BB	Ground Bar*	Per connection		\$720.00
PE1SC	Project Management*	Per arrangement		\$1,675.00
PE1SD	Cable Racking / Fiber Duct	Per arrangement, sq.		ICB
		ft.		
PE1SE	Frame / Aisle Lighting	Per arrangement, sq.		ICB
DE14		ft.		
PE1S	Framework Ground Conductors	Per arrangement		ICB
PE1SH	Extraordinary Modifications	Per arrangement		ICB
	Space Enclosure (Note 3)			
PE1BW	Welded Wire-mesh	D 5 100 0		
PE1CW	Welded Wire-mesh	Per first 100 sq. ft.	\$190.79	NA
FEICW	weided wire-mesh	Per add'l 50 sq. ft.	\$19.38	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$7.50	NA
PE1BD	Cable Installation	Per cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
	D	·		
PE1PL	Power -48V DC Power	D	22.00	
PEIFB	120V AC Power single phase*	Per amp	\$5.00	ICB
PEIFD	240V AC Power single phase*	Per breaker amp	\$5.50	ICB
PEIFE	120V AC Power three phase*	Per breaker amp Per breaker amp	\$11.00	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$16.50 \$38.20	ICB
	277 TO TOWER MISS PRIASE	1 ci oleakei allip	\$36.20	ICB
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		\$0.30	\$19.20/\$19.20
PE1P4	4-wire		\$0.50	\$19.20/\$19.20
PE1P1	DS-1		\$8.00	\$155.00/\$27.00
PE1P3	DS-3		\$72.00	\$155.00/\$27.00
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Co-Carrier Cross-Connect (Note			
	4)			
PE1ES	Fiber Cable Support Structure,	Per linear ft.	\$0.06	NA
Fiber	existing			
PE1DS	Copper or Coaxial Cable Support	Per linear ft.	\$0.03	NA
Copper	Structure, existing			
(TBD)	Cable Support Structure	Per new	NA	ICB
	Construction, new	construction		
PE1AX	Security Access System Security	Per premises	\$52.00	
ILIAA	System Security	rei piennises	\$52.00	
	New Access Card Activation	Per card		\$55.00
PE1AA	Administrative change, existing	Per card		\$35.00 \$35.00
LLIAA	card	1 Cl Cald		<b>90.00</b>
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises		\$550.00
		requested		,
	POT Bay Arrangements	Per cross-connect		
	Prior to 6/1/99	1 of cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l		
		half hr.		
PEIBT	Basic Time		NA NA	\$41.00/\$25.00
PEIOT	Overtime		NA NA	<b>\$48.00</b> / <b>\$</b> 30.00
PE1PT	Premium Time		NA	\$55.00/\$35.00
AEH	Additional Engineering Fee (Note	Per request, first		First/Add'l
, 11,11	5)	half hr/add'l half hr.		Basic Time
	"	nan m/add i nan m.		\$31.00/\$22.00
				Overtime
				\$37.00/\$26.00

### EXHIBIT A: BELLSOUTH/CLEC-1 RATES - TENNESSEE PHYSICAL COLLOCATION (continued)

#### Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, CLEC-1 will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) Space Preparation Fee: The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Premises, which include survey, engineering, design and modification costs for network, building and support systems. In the event CLEC-1 opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to CLEC-1 as prescribed in Section 7 of the Collocation Attachment.
- (3) Space Enclosure Fee: The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. CLEC-1 may, at its option, arrange with a BellSouth Certified Contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the BellSouth Certified Contractor shall directly bill CLEC-1 for the space enclosure, and this fee shall not be applicable.
- (4) Co-Carrier Cross-Connect. As stated in Section 5 of the Collocation Attachment, CLEC-1 may connect to other CLECs within the designated Premises in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis as described in Section 5.6.1 of the Collocation Attachment. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

### EXHIBIT A: BELLSOUTH/CLEC-1 RATES – TENNESSEE PHYSICAL COLLOCATION (continued)

(5) Additional Engineering Fee: BellSouth's additional engineering, and other labor costs associated with handling CLEC-1-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, CLEC-1 agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

### **EXHIBIT B**Page 1 of 4

### ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

#### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and CLEC-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and CLEC-1 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLEC-1 should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLEC-1 to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. CLEC-1 will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLEC-1 space with proper notification. BellSouth reserves the right to stop any CLEC-1 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 <u>Hazardous Materials Brought On Site</u>. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by CLEC-1 are owned by CLEC-1. CLEC-1 will indemnify BellSouth for claims, lawsuits or damages to persons or

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property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLEC-1 or different hazardous materials used by CLEC-1 at BellSouth Facility. CLEC-1 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 <u>Spills and Releases</u>. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by CLEC-1 to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and CLEC-1 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLEC-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- Environmental and Safety Indemnification. BellSouth and CLEC-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

#### 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLEC-1 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC-1 further agrees to cooperate with BellSouth to ensure that CLEC-1's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by CLEC-1, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

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ENVIRONMENTAL	ENVIRONMENTAL	ADDRESS
CATEGORIES	ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material	Compliance with all applicable local, state, & federal laws and regulations	<ul><li>Std T&amp;C 450</li><li>Fact Sheet Series 17000</li></ul>
(e.g., batteries, fluorescent tubes, solvents & cleaning	Pollution liability insurance	• Std T&C 660-3
materials)	EVET approval of contractor	Approved Environmental     Vendor List (Contact E/S     Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul> <li>Fact Sheet Series 1700</li> <li>Building Emergency         Operations Plan (EOP)         (specific to and located on Premises)     </li> </ul>
Contract labor/outsourcing for services with environmental implications to be performed	Compliance with all applicable local, state, & federal laws and regulations	• Std T&C 450
on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps	<ul> <li>Std T&amp;C 450-B</li> <li>(Contact E/S for copy of appropriate E/S M&amp;Ps.)</li> </ul>
,	Insurance	• Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450     Fact Sheet Series 17000
	Pollution liability insurance	• Std T&C 660-3
	EVET approval of contractor	Approved Environmental     Vendor List (Contact E/S     Management)
Maintenance/operations work which may produce a waste	Compliance with all application local, state, & federal laws and regulations	• Std T&C 450
Other maintenance work	Protection of BST employees and equipment	<ul> <li>29CFR 1910.147 (OSHA Standard)</li> <li>29CFR 1910 Subpart O (OSHA Standard)</li> </ul>
Janitorial services	All waste removal and disposal must conform to all applicable	P&SM Manager -

	federal, state and local regulations	Procurement
	All Hazardous Material and Waste	Fact Sheet Series 17000
	Asbestos notification and protection of employees and equipment	• GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations	<ul> <li>Std T&amp;C 450</li> <li>Fact Sheet 14050</li> <li>BSP 620-145-011PR         Issue A, August 1996 </li> </ul>
	Pollution liability insurance	• Std T&C 660-3
	EVET approval of contractor	Approved Environmental     Vendor List (Contact E/S     Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

#### 3. **DEFINITIONS**

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

<u>Imminent Danger</u>. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

#### 4. ACRONYMS

E/S – Environmental/Safety

**EVET** - Environmental Vendor Evaluation Team

<u>DEC/LDEC</u> - Department Environmental Coordinator/Local Department Environmental Coordinator

<u>GU-BTEN-001BT</u> - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

<u>P&SM</u> - Property & Services Management

Std. T&C - Standard Terms & Conditions

## Attachment 5

Access to Numbers and Number Portability

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#### ACCESS TO NUMBERS AND NUMBER PORTABILITY

## 1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

- During the term of this Agreement, CLEC-1 shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, CLEC-1 will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 For the purposes of the resale of BellSouth's telecommunications services by CLEC-1, BellSouth will provide CLEC-1 with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. CLEC-1 acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that CLEC-1 cancel its reservations of numbers. CLEC-1 shall comply with such request.
- 1.3. Further, upon CLEC-1 request and for the purposes of the resale of BellSouth's telecommunications services by CLEC-1, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for CLEC-1's sole use. Such telephone number reservations shall be transmitted to CLEC-1 via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. CLEC-1 acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for CLEC-1's reasonable need in that particular CLLIC.

## 2. Number Portability Permanent Solution

- 2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.
- 2.2 <u>End User Line Charge</u>. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC.

This end user line charge will be as filed in FCC No. 1 and will be billed to CLEC-1 where CLEC-1 is a subscriber to local switching or where CLEC-1 is a reseller of BellSouth telecommunications services. This charge will not be discounted.

## 3. Service Provider Number Portability

- Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.
- Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of CLEC-1. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the CLEC-1 switch that serves the subscriber.
- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

## 3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

## 4. SPNP Implementation

SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

- 4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.
- SPNP-DID service, as contemplated by this Agreement, provides trunk side access to 4.3 end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.
- 4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

- The calling Party shall be responsible for payment of the applicable charges for sent-4.4 paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- 4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters. interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility. equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.

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- Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.
- 4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

#### 5. Transition to Permanent Number Portability

- Once a PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.
- Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

## 6. True-up

This section applies only to North Carolina and Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

6.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.

- The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement incorporated herein by reference, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.
- A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
  - (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
  - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
  - (c) It shall include as an issue the geographic deaveraging of network element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

## 7. Operational Support System (OSS) Rates

BellSouth has developed and made available the following mechanized systems by which CLEC-1 may submit LSRs electronically.

LENS Local Exchange Navigation System

EDI Electronic Data Interchange

TAG Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMEC	SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive	See applicable rate element	\$19.99
interfaces		SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

#### Denial/Restoral OSS Charge

In the event CLEC-1 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

## Cancellation OSS Charge

CLEC-1 will incur an OSS charge for an accepted LSR that is later canceled by CLEC-1.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

#### Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for network elements and other services ordered by means other than one of the interactive interfaces. These ordered network elements and other services manual additive NRCs will apply in these states, rather than the charge per LSR.

#### Threshold Billing Plan

The Parties agree that CLEC-1 will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

Attachment 5 Exhibit A Rates - Page 1

BELLSOUTH/CLEC-1 RATES SERVICE PROVIDER NUMBER PORTABLITY

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						2	RATES BY STATE				
		osn	₹	æ	₹	¥	5	MS	NC	သွ	N.
BCE nor number norted (Business Line), 10 paths	10 parths	TRUM	ž	ž	<b>≨</b>	¥	≨	ž	\$2.26	≨ :	\$ 3
PCF per number ported (Residence Line) 6 paths	L & cathe	TAPRI	≨	Ş	<b>≨</b>	ž	<b>≨</b>	ž	51.15	ž	2
BCF per number ported (Business Line)		TNPBL	\$2.13	≨	\$2.03	ž	\$2.28	\$2.34	21.66	77.7	00.14
MBC - Flactronic		TAPBL	\$3.6g	ž	\$0.51	ž	\$0.49	\$0.6441	2	3	2 3
MBC - Discounsed Chams		78JANL	\$0.07	≨	¥	≨	\$0.08	\$0.0644	\$0.50	≨ ;	ž
BCE age number ported (Besidence   Inc)		THPRL	\$2.13	₹	\$2.03	≨	\$2.29	\$2.34	\$1.66	\$2.1/	\$1.60
No. per number porter from		TAPRI	\$9.0\$	¥	\$0.51	¥	\$0.49	\$0.6441	50.71	\$0.7046	≨ :
Constant Constant		TAPRI	\$0.07	≨	¥	¥	\$0.0\$	\$0.0644	\$0.50	≨	≨
The state of the s	forwarding per additional both	¥¥	\$0.32	¥	\$0.2836	¥	\$0.38	\$0.3838	\$0.32	20.3854	050
NCT, and 1 captured for small state of the		08-NT = and (++)							•		
RCF, per service order, per location		TANDAT	77.5	₹N	01 03	Ž	\$2 02	\$2.84	\$2.73	\$1.37	\$25.00
NRC - 1st		100	77.5	1	100	2	\$2.02	\$2.84	\$2.73	\$1.37	\$25.00
NRC - Addi		11011	77.5	42	7	2	\$2.01	\$2.84	ž	ž	ž
NRC - Disconnect - 1st			17.5	2	1	2	\$2.01	\$2.84	¥	ž	ž
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1 Until the FCC leaues his order implementing a cost recovery mechanism for permanent number portability, the Company will track his costs of providing interim SPNP with sufficient detail to verify the costs. This will hacklish the Florida PSCs consideration of the recovery of these costs in Docket 96073-TP. (EL)
2 BeliScuth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

# Attachment 6 Ordering and Provisioning

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#### ORDERING AND PROVISIONING

## 1. Quality of Ordering and Provisioning

- 1.1 All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.
- 1.2 BellSouth shall provide ordering and provisioning services to CLEC-1 that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for ordering and provisioning are set forth in BellSouth Ordering Guide for CLECs, the BellSouth Guide to Interconnection, and the Electronic Business Rules for Local Ordering and the Local Exchange Ordering Implementation Guide, as appropriate, and as they are amended from time to time during this Agreement. The guides may be referenced at the following site: http://www.interconnection.bellsouth.com/guides/guides p.html.
- 1.3 BellSouth shall provide all ordering and provisioning services to CLEC-1 during the same business hours of operation that BellSouth provisions service to its affiliates or end users. Ordering and provisioning support required by CLEC-1 outside of these hours will be considered outside of normal business hours and will be subject to overtime billing.
- 1.4 All other CLEC-1 requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

## 2. Access to Operations Support Systems

- 2.1 BellSouth shall provide CLEC-1 access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair and billing. Access to theOSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual options. The OSS functions available to CLECs through electronic interfaces are:
- Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface the Telecommunications Access Gateway (TAG) interface. Customer record information includes Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, CLEC-1 shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, CLEC-1 shall

provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that CLEC-1 and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

- 2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) interface, the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. The EDI interface can be integrated with the TAG pre-ordering interface by CLEC-1or the TAG ordering interface. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface for non-complex and certain complex resale service requests.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows CLEC-1 to report and monitor service troubles and obtain repair services. BellSouth shall offer CLEC-1 service trouble reporting in a non-discriminatory manner that provides CLEC-1 the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLEC-1 an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth offers CLEC-1 non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting ECTA Gateway. BellSouth also offers ECTA functionality through the human-to-machine EC-CPM/TA interface. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.
- 2.5 <u>Change Management</u>. BellSouth provides a collaborative process for change management of the electronic interfaces through the Electronic Interface Change Control Process ("EICCP). Guidelines for this process are set forth in the EICCP document, and as it is amended from time to time during this agreement.
- Migration of CLEC-1 to New Software Releases for National Standard Machine-to-Machine Electronic Interfaces. Pursuant to the change management process, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine electronic interfaces. When a new release of new industry standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to CLEC-1 with sufficient notice to

- allow CLEC-1 to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.
- 2.7 <u>Rates.</u> All costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered from the carriers that use the services. Charge for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement.

#### 3. Miscellaneous Ordering and Provisioning Guidelines

- Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by CLEC-1 will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if CLEC-1 wishes to reinstate an order, CLEC-1 may be required to submit a new service order.
- 3.2 Single Point of Contact. CLEC-1 will be the single point of contact with BellSouth for ordering activity for network elements and other services used by CLEC-1 to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. CLEC-1 and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order. BellSouth may disconnect any network element associated with the service to be disconnected and being used by CLEC-1 to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify CLEC-1 that such an order has been processed, but will not be required to notify CLEC-1 in advance of such processing.
- 3.3 <u>Use of Facilities</u>. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

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- 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
- 3.3.1.3 Notify CLEC-1 after the disconnect order has been completed.
- 3.4 <u>Contact Numbers</u>. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 <u>Subscription Functions</u>. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 <u>Cancellation Charges</u>. If CLEC-1 cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.

## Attachment 7

**Billing and Billing Accuracy Certification** 

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Rg	11pg	Exhibit A

## BILLING AND BILLING ACCURACY CERTIFICATION

## 1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

- Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that CLEC-1 requests. BellSouth will bill and record in accordance with this Agreement those charges CLEC-1 incurs as a result of CLEC-1 purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
- 1.1.1 For any service(s) BellSouth orders from CLEC-1, CLEC-1 shall bill BellSouth in CABS format.
- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
- Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, CLEC-1 will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.
- 1.3 Payment Responsibility. Payment of all charges will be the responsibility of CLEC1. CLEC-1 shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by CLEC-1 from CLEC-1's customer.

  BellSouth will not become involved in billing disputes that may arise between CLEC-1 and CLEC-1's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.4 Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

- 1.5 <u>Tax Exemption</u>. Upon proof of tax exempt certification from CLEC-1, the total amount billed to CLEC-1 will not include those taxes or fees for which the CLEC is exempt. CLEC-1 will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of CLEC-1.
- Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. CLEC-1 will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 <u>Discontinuing Service to CLEC-1</u>. The procedures for discontinuing service to CLEC-1 are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by CLEC-1 of the rules and regulations contained in BellSouth's tariffs.
- 1.7.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to CLEC-1 that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30)days notice to CLEC-1 at the billing address to discontinue the provision of existing services to CLEC-1 at any time thereafter.
- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and CLEC-1's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to CLEC-1 without further notice.
- 1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, CLEC-1's services will be discontinued. Upon discontinuance of service on CLEC-1's account, service to the CLEC-1's end users will be denied. BellSouth will reestablish service at the request of the end user or CLEC-1 for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. CLEC-1 is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.8 Deposit Policy. When purchasing services from BellSouth, CLEC-1 will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release CLEC-1 from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in CLEC-1's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

#### 2. Billing Accuracy Certification

2.1 Upon request, BellSouth and CLEC-1 will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth

- documents, systems, records, and procedures for the recording and billing of charges will be part of that program.
- As part of the billing quality assurance program, BellSouth and CLEC-1 will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide CLEC-1 with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, CLEC-1 will pay all bills received from BellSouth in full by the payment due date.
- 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
- 2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.
- 2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the bill date. The month being closed represents those charges that were billed or should have been billed by the designated bill date.

#### 3. Billing Disputes

- 3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.
- 3.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.
- 3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for

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purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

## 4. RAO Hosting

- 4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to CLEC-1 by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 4.2 CLEC-1 shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Compensation amounts, if applicable, will be billed by BellSouth to CLEC-1 on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 CLEC-1 must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from CLEC-1to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of CLEC-1 and will coordinate all associated conversion activities.
- 4.5 BellSouth will receive messages from CLEC-1 that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from CLEC-1.
- 4.7 All data received from CLEC-1 that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in

accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

- All data received from CLEC-1 that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by CLEC-1 and will forward them to CLEC-1 on a daily basis.
- 4.10 Transmission of message data between BellSouth and CLEC-1 will be via CONNECT:Direct.
- 4.11 All messages and related data exchanged between BellSouth and CLEC-1 will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 4.12 CLEC-1 will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 4.13 Should it become necessary for CLEC-1 to send data to BellSouth more than sixty (60) days past the message date(s), CLEC-1 will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and CLEC-1 to notify all affected Parties.
- In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or CLEC-1) identified and agreed to, the company responsible for creating the data (BellSouth or CLEC-1) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from CLEC-1, the entire pack containing the affected data will not be

processed by BellSouth. BellSouth will notify CLEC-1 of the error condition. CLEC-1 will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, CLEC-1 will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

- 4.16 In association with message distribution service, BellSouth will provide CLEC-1 with associated intercompany settlements reports (CATS and NICS) as appropriate.
- In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 4.18 RAO Compensation
- 4.18.1 Rates for message distribution service provided by BellSouth for CLEC-1 are as set forth in Exhibit A to this Attachment.
- 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
- 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 4.18.4 All equipment, including modems and software, that is required on the CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.
- 4.19 <u>Intercompany Settlements Messages</u>
- 4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by CLEC-1 as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between CLEC-1 and the involved company(ies), unless that company is participating in NICS.

- 4.19.2 Both traffic that originates outside the BellSouth region by CLEC-1 and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by CLEC-1, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by CLEC-1, involves a company other than CLEC-1, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 4.19.3 Once CLEC-1 is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of CLEC-1. BellSouth will distribute copies of these reports to CLEC-1 a monthly basis.
- 4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of CLEC-1. BellSouth will distribute copies of these reports to CLEC-1 on a monthly basis.
- 4.19.6 BellSouth will collect the revenue earned by CLEC-1 from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of CLEC-1. BellSouth will remit the revenue billed by CLEC-1 to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on CLEC-1. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to CLEC-1 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 4.19.7 BellSouth will collect the revenue earned by CLEC-1 within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of CLEC-1. BellSouth will remit the revenue billed by CLEC-1 within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to CLEC-1 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and CLEC-1 agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

## 5. Optional Daily Usage File

- Upon written request from CLEC-1, BellSouth will provide the Optional Daily Usage File (ODUF) service to CLEC-1 pursuant to the terms and conditions set forth in this section.
- 5.2 The CLEC-1 shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a CLEC-1 customer.
  - Charges for delivery of the Optional Daily Usage File will appear on the CLEC-1s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- Messages that error in the billing system of the CLEC-1 will be the responsibility of the CLEC-1. If, however, the CLEC-1 should encounter significant volumes of errored messages that prevent processing by the CLEC-1 within its systems, BellSouth will work with the CLEC-1 to determine the source of the errors and the appropriate resolution.
- 5.6 The following specifications shall apply to the Optional Daily Usage Feed.

#### 5.6.1 Usage To Be Transmitted

- 5.6.1.1 The following messages recorded by BellSouth will be transmitted to the CLEC-1:
  - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
  - Measured billable Local
  - Directory Assistance messages
  - IntraLATA Toll
  - WATS & 800 Service
  - N11
  - Information Service Provider Messages
  - Operator Services Messages
  - Operator Services Message Attempted Calls (Network Element only)
  - Credit/Cancel Records

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- Usage for Voice Mail Message Service
- 5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to CLEC-1.
- 5.6.1.4 In the event that CLEC-1 detects a duplicate on Optional Daily Usage File they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 will not return the duplicate to BellSouth).
- 5.6.2 Physical File Characteristics
- 5.6.2.1 The Optional Daily Usage File will be distributed to CLEC-1 via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- Data circuits (private line or dial-up) may be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

#### 5.6.3 Packing Specifications

5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

## 5.6.4 Pack Rejection

5.6.4.1 CLEC-1 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. CLEC-1 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC-1 by BellSouth.

## 5.6.5 Control Data

CLEC-1 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC-1 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CLEC-1 for reasons stated in the above section.

## 5.6.6 Testing

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5.6.6.1 Upon request from CLEC-1, BellSouth shall send test files to CLEC-1 for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that CLEC-1 set up a production (LIVE) file. The live test may consist of CLEC-1's employees making test calls for the types of services CLEC-1 requests on the Optional Daily Usage File. These test calls are logged by CLEC-1, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

## 6. Access Daily Usage File

6.1. Upon written request from CLEC-1, BellSouth will provide the Access Daily Usage File (ADUF) service to CLEC-1 pursuant to the terms and conditions set forth in this section.

- The CLEC-1 shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.
- The Access Daily Usage Feed will contain access messages associated with a port that CLEC-1 has purchased from BellSouth
- Charges for delivery of the Access Daily Usage File will appear on the CLEC-1s' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- Messages that error in the billing system of the CLEC-1 will be the responsibility of the CLEC-1. If, however, the CLEC-1 should encounter significant volumes of errored messages that prevent processing by the CLEC-1 within its systems, BellSouth will work with the CLEC-1 to determine the source of the errors and the appropriate resolution.
- 6.6 <u>Usage To Be Transmitted</u>
- 6.6.1 The following messages recorded by BellSouth will be transmitted to CLEC-1:

Originating and terminating interstate and intrastate access records associated with a port.

Terminating access records for undetermined jurisdiction access records associated with a port.

When CLEC-1 purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (CLEC-1 is BellSouth's toll customer):

BellSouth will bill resale toll rates to CLEC-1 and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to CLEC-1 via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC-1 and send access record to CLEC-1.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to CLEC-1 and send access record to CLEC-1.

- BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to CLEC-1.
- In the event that CLEC-1 detects a duplicate on the Access Daily Usage File they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 will not return the duplicate to BellSouth.)

## 6.6.5 Physical File Characteristics

- The Access Daily Usage File will be distributed to CLEC-1 via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- Data circuits (private line or dial-up) may be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

## 6.6.6 Packing Specifications

6.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

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6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

## 6.6.7 Pack Rejection

6.6.7.1 CLEC-1 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. CLEC-1 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC-1 by BellSouth.

## 6.6.8 Control Data

CLEC-1 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC-1 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CLEC-1 for reasons stated in the above section.

## 6.6.9 Testing

Upon request from CLEC-1, BellSouth shall send test files to CLEC-1 for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

## 7. Enhanced Optional Daily Usage File

- Upon written request from CLEC-1, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to CLEC-1 pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 7.2 The CLEC-1 shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on the CLEC-1s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

- 7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 7.5 Messages that error in the billing system of the CLEC-1 will be the responsibility of the CLEC-1. If, however, the CLEC-1 should encounter significant volumes of errored messages that prevent processing by the CLEC-1 within its systems, BellSouth will work with the CLEC-1 to determine the source of the errors and the appropriate resolution.
- 7.6 The following specifications shall apply to the Optional Daily Usage Feed.
- 7.6.1 <u>Usage To Be Transmitted</u>
- 7.6.1.1 The following messages recorded by BellSouth will be transmitted to the CLEC-1:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

- 7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to CLEC-1.
- 7.6.1.3 In the event that CLEC-1 detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 will not return the duplicate to BellSouth).

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# 7.6.2 Physical File Characteristics

- 7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to CLEC-1 over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among CLEC-1's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

# 7.6.3 <u>Packing Specifications</u>

- 7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message.

  BellSouth and CLEC-1 will use the invoice sequencing to control data exchange.

  BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

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Attachment 7
Exhibit A
Rates - Page 1

BELLSOUTHYCLEC-1 RATES ODUF/EDOUF/ADUF/CMD\$

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DESCRIPTION	USOC	7	F	3	K	5	MS	Ş	೫	2
ODUF: Recording, per message	SN.	\$0.0002	800.03	<b>\$</b> 0.00	\$0.0008611	\$0.00019	\$0.0001179	800.08	\$0.0002862	\$0.00
OOUF: Message Proceeding, per message	N/A	\$0.0033	\$0.004	\$0.00	\$0.0032357	\$0.0024	\$0.0032089	\$0.004	\$0.0032344	\$0.00
ECOUF: Message Processing, per message	W.	\$0.004	\$0.004	\$0.00	\$0.004	\$0.00	\$0.00	\$0.00	¥00.0\$	\$0.00
ADUF: Meesage Proceeding, per meesage	NA	\$0.004	\$0.004	\$0.00	\$0.004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CMD6: Message Proceeding, per message	Y.	\$0.00 <b>4</b>	\$0.004	\$0.00¢	\$0.00	\$0.004	\$0.00	\$0.004	\$0.004	\$0.00
ODUF: Message Proceeding, per magnetic tape provisioned	MA	\$56.19	\$54.96	\$54.95	\$55.68	\$47.30	\$54.62	\$54.95	\$54.72	\$54.85
ECOUF: Message Processing, per magnetic tape provisioned	W	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0,0000	\$0.001	\$0.001	\$0.0000365	\$0,00003	\$0.0000354	\$0.001	\$0.0000357	\$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	WA	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
ADUF: Data Transmission (COMMECT:DMECT), per message	WA	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
CMD8: Data Transmission (CONNECT:DMECT), per massage	ΝA	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
MOTES:										

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BelSouth tariff or as negotiated by the parties upon request by either party.

# **Attachment 8**

Rights-of-Way, Conduits and Pole Attachments

# Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

# Attachment 9

**Performance Measurements** 

# Service Performance Measurements And Enforcement Mechanisms

# 1. Scope

This Attachment includes Enforcement Measurements with corresponding Enforcement Mechanisms applicable to this Agreement.

# 2. Reporting

- In providing services pursuant to this Agreement, BellSouth will report its performance to CLEC-1 in accordance with BellSouth's Service Quality Measurements, which are contained in this Attachment as Exhibit A and in accordance with BellSouth's Enforcement Measurements, which are contained in this Attachment as Exhibit B.
- 2.2 BellSouth will make performance reports available to CLEC-1 on a monthly basis. The reports will contain information collected in each performance category and will be available to CLEC-1 through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within thirty (30) days of execution of this Agreement, BellSouth will provide a detailed session of instruction to CLEC-1 regarding access to the reports and to the raw data as well as the nature of the format of the data provided.

# 3. <u>Modifications to Measurements</u>

# 3.1 <u>Service Quality Measurements</u>

- 3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A of this Attachment each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of CLEC-1. CLEC-1 may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.
- Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section \_\_\_\_ of the General Terms and Conditions of this Agreement, incorporated herein by reference.
- 3.1.3 Notwithstanding any other provision of this Agreement, in the event

a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

# 3.2 <u>Enforcement Measurements and Statistical Test</u>

- 3.2.1 In order for BellSouth to accurately administer the Enforcement Measurements contained in Exhibit B of this Attachment, the Enforcement Measurements shall be modified or amended only if BellSouth determines such modification or amendment is necessary. However, BellSouth will not delete any Enforcement Measurement without prior written consent of CLEC-1. BellSouth will notify CLEC-1 of any such modification or amendment to the Enforcement Measurements via BellSouth's internet website.
- 3.2.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Enforcement Measurements and/or Statistical Test. BellSouth will make all such changes to the Enforcement Measurements and/or Statistical Test pursuant to Section \_\_\_\_ of the General Terms and Conditions of this Agreement, incorporated herein by reference.
- 3.2.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Enforcement Measurements and/or Statistical Test, the parties will refer the dispute to the Commission.

# 4. Enforcement Mechanisms

# 4.1 Purpose

This section establishes meaningful and significant enforcement mechanisms voluntarily provided by BellSouth to verify and maintain compliance between BellSouth and CLEC-1's operations as well as to maintain access to Operational Support System (OSS) functions. This section provides the terms and conditions for such self-effectuating enforcement mechanisms.

# 4.2 Effective Date

The enforcement mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within a particular state and shall only apply to BellSouth's performance in any state in which the FCC has granted BellSouth interLATA authority.

- 4.3 <u>Definitions</u>
- 4.3.1 Enforcement Measurement Elements means the performance measurements set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- 4.3.2 Enforcement Measurement Benchmark means a competitive level of performance negotiated by BellSouth used to compare the performance of BellSouth and CLEC-1 where no analogous process, product or service is feasible. See Exhibit B.
- 4.3.3 <u>Enforcement Measurement Compliance</u> means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC customer, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.
- 4.3.4 <u>Test Statistic and Balancing Critical Value</u> is the means by which enforcement will be determine using statistically valid equations. See Exhibit C.
- 4.3.5 <u>Cell</u> is the point (below the wire center level) at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to CLEC-1 resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative value. See Exhibit C.
- 4.3.6 <u>Affected Volume</u> means that proportion of the total CLEC-1 volume or CLEC Aggregate volume for which remedies will be paid.
- 4.3.7 Parity Gap refers to the incremental departure from a compliant-level of service. (See Exhibit D). This is also referred to as "diff" in the Statistical paper (See Exhibit C).
- 4.3.8 <u>Tier-1 Enforcement Mechanisms</u> means self-executing liquidated damages paid directly to CLEC-1 when BellSouth delivers non-compliant performance of any one of the Enforcement Measurement Elements for any month as calculated by BellSouth.
- 4.3.9 <u>Tier-2 Enforcement Mechanisms</u> means Assessments paid directly to a state Public Service Commission ("Commission") or its designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly failures in a quarter in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC data as

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calculated by BellSouth for a particular Enforcement Measurement Element.

4.3.10 <u>Tier-3 Enforcement Mechanisms</u> means the voluntary suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit D attached hereto and incorporated herein by this reference.

# 4.4 Application

- 4.4.1 The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other non-contractual legal and regulatory claims and remedies available to CLEC-1.
- 4.4.2 Proof of damages resulting from BellSouth's failure to maintain Enforcement Measurement Compliance would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage. Liquidated damages under this provision are not intended to be a penalty.

# 4.5 <u>Methodology</u>

- 4.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for a given Enforcement Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by this reference.
- 4.5.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.
- 4.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown in Table-1 attached hereto as Exhibit E and incorporated herein by this reference. Failures beyond Month 6 (as set forth in Table 1) will be subject to Month 6 fees.
- 4.5.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State in a given calendar quarter based upon a statistically valid equation calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by reference.

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- 4.5.2.1 Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC data generated by BellSouth, on a per transaction basis for each negative cell for a particular Enforcement Measurement Element.
- 4.5.2.2 Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is show in Table-2 attached hereto as Exhibit E and incorporated herein by this reference.
- 4.5.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for a State in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D attached hereto and incorporated herein by this reference.

# 4.6 Payment of Tier-1 and Tier-2 Amounts

- 4.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to CLEC-1 or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission, BellSouth shall make payment in the required amount on or before the thirtieth (30<sup>th</sup>) day following the due date of the performance measurement report for the month in which the obligation arose.
- 4.6.2 For each day after the due date that BellSouth fails to pay CLEC-1 the required amount, BellSouth will pay interest to CLEC-1 at the maximum rate permitted by state law.
- 4.6.3 For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional \$1,000 per day.
- 4.6.4 If CLEC-1 disputes the amount paid to CLEC-1 for Tier-1 Enforcement Mechanisms, CLEC-1 shall submit a written claim to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide CLEC-1 written findings within thirty (30) days after receipt of the claim. If BellSouth determines CLEC-1 is owed additional amounts, BellSouth shall pay CLEC-1 such additional amounts within thirty (30) days after its findings along with interest paid at the maximum rate permitted by law.

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4.6.5 At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).

# 4.7 <u>Limitations of Liability</u>

- 4.7.1 BellSouth will not be responsible for CLEC-1 acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide CLEC-1 with reasonable notice of such acts or omissions and provide CLEC-1 any such supporting documentation.
- 4.7.2 BellSouth shall not be obligated for Tier-1, Tier-2 or Tier 3 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by CLEC-1 that is in bad faith.
- 4.7.3 BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by CLEC-1 that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by CLEC-1 that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment; or any occurrence that results from an incident reasonably related to the Y2K problem.
- 4.7.4 It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. CLEC-1 will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any additional assessment imposed by the Commission.
- 4.7.5 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance. The payment of any Tier-1 Enforcement Mechanisms to CLEC-1 shall release BellSouth for any liability associated with or related to the service performance measurement for the month for which the Enforcement Mechanisms was paid to CLEC-1.

4.7.6 CLEC-1 acknowledges and argues that the Enforcement Mechanisms contained in this attachment have been provided by BellSouth on a completely voluntary basis in order to maintain compliance between BellSouth and CLEC-1. Therefore, CLEC-1 may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

# 4.8 Enforcement Mechanism Caps

4.8.1 BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at \$625M per year for the entire BellSouth region as set forth below.

AL - \$54M	MS - \$44M
FL - \$122M	NC - \$77M
GA - \$131M	SC - \$47M
KY - \$34M	TN - \$57M
LA - \$59M	
Region	nal Total - \$625M

4.8.2 If BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms exceed the caps referenced in this attachment, CLEC-1 may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. CLEC-1 shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

# 4.9 <u>Dispute Resolution</u>

4.9.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.

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# **EXHIBIT A**

. 4

# **ORDERING**

Report/Measurement:		
O-7. Speed of Answer in Ordering Center		
Definition:		
Measures the average time a customer is in queue.		
Exclusions:		
None		
Business Rules:		
UNE-LNP, etc.) and the call enters the queue for the service representative in the LCSC answers the call	cted (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for lat particular group in the LCSC. The clock stops when a BST.  The speed of answer is determined by measuring and accumulating the BellSouth automatic call distributor (ACD) until the a service or (LCSC) answers the CLEC call.	
Calculation:		
(Total time in seconds to reach the LCSC) / (Total )	Number of Calls) in the Reporting Period.	
Report Structure:		
CLEC Aggregate		
<ul> <li>BST Aggregate (Combination of Residence Ser</li> </ul>	vice Center and Business Service Center data under development)	
Level of Disaggregation:	•	
CLEC Aggregate		
<ul> <li>BST Aggregate (Combination of Residence Ser</li> </ul>	vice Center and Business Service Center data under development)	
Data Retained Relating to CLEC Experience: Data Retained Relating to BST Performance:		
<ul> <li>Mechanized tracking through LCSC</li> <li>Automatic Call Distributor</li> <li>Mechanized tracking through BST Retail center support systems</li> </ul>		
Retail Analog/Benchmark:		
For CLEC, Speed of Answer in Ordering Center (LCS See Appendix D	SC) is comparable to Speed of Answer in BST Business Offices.	

Revision Date: 02/16/00 (lg)

#### ORDERING - (LNP)

#### Report/Measurement:

# LNP-8. Percent Rejected Service Requests

#### **Definition:**

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.

#### **Exclusions:**

- Service Requests canceled by the CLEC
- Fatal Rejects
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

#### **Business Rules:**

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

- A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields
  are not populated correctly and the request is returned to the CLEC.
   Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in
  the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.
- An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

<u>Partially Mechanized</u>: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

#### Calculation

# Percent Rejected Service Requests:

[(Number of Service Requests Rejected in the Reporting Period) / (Number of Service Requests Received in the Reporting Period)] x 100

#### Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

#### Level of Disaggregation:

- Product Reporting Levels
  - > LNP
  - ➤ UNE Loop with LNP
- Geographic Scope
  - > .State, Region

#### Retail Analog/Benchmark:

See Appendix D

**Revision Date:** 02/16/00 (lg)

#### ORDERING - (LNP)

#### Report/Measurement:

#### LNP-9. Reject Interval Distribution & Average Reject Interval

#### Definition:

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.

#### **Exclusions:**

- Service Requests canceled by CLEC
- Fatal Rejects
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

#### **Business Rules:**

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BST receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

- A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.
  - Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the number of rejected LSRs.
- An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

<u>Partially Mechanized</u>: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

#### Calculation:

#### Average Reject Interval:

Σ[ (Date & Time of Service Request Rejection) - (Date & Time of Service Request Receipt)] / (Total Number of Service Requests Rejected in Reporting Period)

#### Reject Interval Distribution:

[ $\Sigma$  (Service Requests Rejected in "X" minutes/hours) / (Total Number of Service Requests Rejected in Reporting Period)] X 100

#### Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

# ORDERING - (LNP) - Reject Interval Distribution & Average Reject Interval - Continued)

# Level of Disaggregation:

- Reported in intervals = 0 4 minutes, 4 8 minutes, 8 12 minutes, 12 60 minutes, 0 1 hours, 1 8 hours, 8 24 hours, >24 hours
- Product Reporting Levels
  - > LNP
  - > UNE Loop with LNP
- Geographic Scope
  - > .State, Region
- Average Interval in Days

# Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (lg)

#### ORDERING - (LNP)

#### Report/Measurement:

# LNP-10. Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

#### **Definition:**

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

#### **Exclusions:**

- Rejected LSRs (Clarifications or Fatal Rejects)
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

#### **Business Rules:**

The Firm Order Confirmation interval is determined for each FOC'd LSR processed during the reporting period. The Firm Order Confirmation interval is the elapsed time from when BST receives an LSR until that LSR is confirmed back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed to produce the Firm Order Confirmation timeliness interval distribution.

- <u>Mechanized</u> The elapsed time from receipt of a valid LSR until the LSR is processed and appropriate service orders are generated in SOCS without manual intervention.
- Partially Mechanized The elapsed time from receipt of an electronically submitted LSR which falls out for
  manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative
  via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS).
- Total Mechanized Combination of Fully Mechanized and Partially Mechanized FOCs.

#### Calculation:

#### Average FOC Interval:

 $\Sigma$  [ (Date & Time of Firm Order Confirmation) - (Date & Time of Service Request Receipt)] / (Total number of Service Requests Confirmed in the Reporting Period)

#### **FOC Interval Distribution:**

 $\Sigma$ [ (Service Requests Confirmed in "X" minutes/hours in the Reporting Period) / (Total Service Requests Confirmed in the Reporting Period)] X 100

#### Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

#### Level of Disaggregation:

- Reported in intervals = 0 15 minutes, 15 30 minutes, 30 45 minutes, 45 60 minutes, 90 120 minutes, 120 240 minutes, 4 8 hours, 8 12 hours, 12 16 hours, 16 20 hours, 20 24 hours, 24 48 hours, >48 hours
- Product Reporting Levels
  - > LNP
  - ➤ UNE Loop with LNP
- Geographic Scope
  - > .State, Region

# Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (lg)

# **Provisioning Disaggregation**

# **Product Reporting Levels**

- Resale and Retail
  - ➤ Pots Residence
  - ➤ Pots Business
  - ➤ Design
  - > PBX (Louisiana SQM)
  - > CENTREX (Louisiana SQM)
  - > ISDN (Louisiana SQM) (NOTE: ISDN included in POTS for Georgia Only)
  - ➤ ESSX (Louisiana SQM)
- Unbundled Network Elements
  - ➤ UNE Design
  - ➤ UNE Non Design
  - ➤ UNE 2 Wire Loop (Louisiana SQM)
  - ➤ UNE Loop Other (Louisiana SQM)
  - ➤ Unbundled Ports (Louisiana SQM)
- Trunks
  - > Local Interconnection Trunks
- Geographic Scope
  - ➤ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area MSA)

# The following measure is the exception for all states:

Coordinated Customer Conversion

#### Which is disaggregated as follows:

UNE LOOPS with INP

UNE LOOPS without INP

#### Report/Measurement:

P-1. Mean Held Order Interval & Distribution Intervals

#### Definition:

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.

#### **Exclusions:**

Order Activities of BST associated with internal or administrative use of local services.

#### **Business Rules:**

Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).

#### Calculation:

#### Mean Held Order Interval:

 $\Sigma$ (Reporting Period Close Date – Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.

#### **Held Order Distribution Interval:**

(# of Orders Held for ≥90 days) / (Total # of Orders Pending But Not Completed) X 100 (# of Orders Held for ≥15 days) / (Total # of Orders Pending But Not Completed) X 100

#### Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

#### Level of Disaggregation:

Circuit breakout < 10, > = 10

# PROVISIONING - Mean Held Order Interval & Distribution Intervals - Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
Report Month CLEC Order Number and PON (PON) Order Submission Date (TICKET_ID) Committed Due Date (DD) Service Type(CLASS_SVC_DESC) Hold Reason Total line/circuit count Geographic Scope  NOTE: Code in parentheses is the corresponding header found in the raw data file.	<ul> <li>Report Month</li> <li>BST Order Number</li> <li>Order Submission Date</li> <li>Committed Due Date</li> <li>Service Type</li> <li>Hold Reason</li> <li>Total line/circuit count</li> <li>Geographic Scope</li> </ul>
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail	
CLEC Business Resale / BST Business Retail	
CLEC Non-UNE Design / BST Design	
Interconnection Trunks-CLEC / Interconnection Trun	ıks –BST
UNEs-(See Appendix D)	
	D :: D : 00 to 1 to 0

Revision Date: 01/05/00 (taf)

# **PROVISIONING**

Exclusions:

Report/Measurement:

Orders held for CLEC end user reasons	
<ul> <li>Orders submitted to BST through non-mechan</li> </ul>	ized methods
Business Rules:	
When BST can determine in advance that a comm	itted due date is in jeopardy it will provide advance notice to the CLEC.
The number of committed orders in a report period	d is the number of orders that have a due date in the reporting period.
Calculation:	
Average Jeopardy Interval = $\Sigma$ [ (Date and Tim	e of Scheduled Due Date on Service Order) - (Date and Time of
Jeopardy Notice)]/[Number of Orders Notified of	f Jeopardy in Reporting Period).
Percent of Orders Given Jeopardy Notice = $\Sigma$ [	(Number of Orders Given Jeopardy Notices in Reporting Period) /
(Number of Orders Confirmed (due) in Reporting	Period)
Report Structure:	
CLEC Specific	
CLEC Aggregate	
BST Aggregate	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
Report Month	Report Month
<ul> <li>CLEC Order Number and PON</li> </ul>	BST Order Number
<ul> <li>Date and Time Jeopardy Notice sent</li> </ul>	Date and Time Jeopardy Notice sent
<ul> <li>Committed Due Date</li> </ul>	Committed Due Date
Service Type	Service type
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
95% > = 24  hours	

When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.

P-2. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

## Report/Measurement:

#### P-3. Percent Missed Installation Appointments

#### Definition:

"Percent missed installation appointments" monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.

#### **Exclusions:**

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- End User Misses on Interconnection Trunks

#### **Business Rules:**

Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the confirmed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

#### Calculation:

Percent Missed Installation Appointments =  $\Sigma$  (Number of Orders Not Complete by Committed Due Date in Reporting Period) / (Number of Orders Confirmed in Reporting Period) X 100

#### Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

#### Level of Disaggregation:

- Reported in categories of <10 lines/circuits; > = 10 lines/circuits
- Dispatch/No Dispatch

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul> <li>Report Month</li> <li>CLEC Order Number and PON (PON)</li> <li>Committed Due Date (DD)</li> <li>Completion Date (CMPLTN DD)</li> <li>Status Type</li> <li>Status Notice Date</li> <li>Standard Order Activity</li> <li>Geographic Scope</li> </ul>	Report Month BST Order Number Committed Due Date (DD) Completion Date (CMPLTN DD) Status Type Status Notice Date Standard Order Activity Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	

CLEC Residence Resale / BST Residence Retail

CLEC Business Resale / BST Business Retail

CLEC Non-UNE Design / BST Design

Interconnection Trunks-CLEC / Interconnection Trunks -BST

UNEs-(See Appendix D)

#### Report/Measurement:

# P-4. Average Completion Interval (OCI) & Order Completion Interval Distribution

#### Definition

The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods.

#### **Exclusions:**

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)

#### **Business Rules:**

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BST issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BST's actual order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.

The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99 20-25 = 20-24.99, 25-30 = 25-29.99, >=30 = 30 and greater.

#### Calculation:

#### **Average Completion Interval:**

 $\Sigma$  [ (Completion Date & Time) - (Order Issue Date & Time) ] /  $\Sigma$  (Count of Orders Completed in Reporting period) Order Completion Interval Distribution:

Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100

#### Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

#### Level of Disaggregation:

- ISDN Orders included in Non Design GA Only
- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >=30
- All Levels are reported <10 line/circuits; >=10 line/circuits

# (Average Completion Interval (OCI) & Order Completion Interval Distribution - Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
Report Month CLEC Company Name Order Number (PON) Submission Date & Time (TICKET_ID) Completion Date (CMPLTN_DT) Service Type (CLASS_SVC_DESC) Geographic Scope  NOTE: Code in parentheses is the corresponding header found in the raw data file.	<ul> <li>Report Month</li> <li>BST Order Number</li> <li>Order Submission Date &amp; Time</li> <li>Order Completion Date &amp; Time</li> <li>Service Type</li> <li>Geographic Scope</li> </ul>
Retail Analog/Benchmark	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Tr UNEs-(See Appendix D)	unks-BST

#### Report/Measurement:

## P-5. Average Completion Notice Interval

#### Definition:

The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.

#### **Exclusions:**

- Non-mechanized Orders
- Cancelled Service Orders
- Order Activities of BST associated with internal or administrative use of local services
- D & F orders

#### **Business Rules:**

Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC the work was complete and then he enters the completion time stamp information in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically. The start time is the completion stamp either by the field technician or the 5PM due date stamp; the end time is the time stamp the notice was submitted to the CLEC/BST system.

#### Calculation:

 $\Sigma$  (Date and Time of Notice of Completion) – (Date and Time of Work Completion) / (Number of Orders Completed in Reporting Period)

#### Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

# Level of Disaggregation:

- Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval
- Reported in categories of <10 line/circuits; >= 10 line/circuits

#### Data Retained Relating to CLEC Experience

- Report Month
- CLEC Order Number
- Work Completion Date
- Work Completion Time
- Completion Notice Availability Date
- Completion Notice Availability Time
- Service Type
- Activity Type
- Geographic Scope

## Data Retained Relating to BST Experience

- Report Month
- BST Order Number
- Work Completion Date
- Work Completion Time
- Completion Notice Availability Date
- Completion Notice Availability Time
- Service Type
- Activity Type
- Geographic Scope

# NOTE: Code in parentheses is the corresponding header found in the raw data file.

**NOTE:** Code in parentheses is the corresponding header found in the raw data file.

#### Retail Analog/Benchmark:

- CLEC Residence Resale / BST Residence Retail
- CLEC Business Resale / BST Business Retail
- CLEC Non-UNE Design / BST Design

Interconnection Trunks-CLEC / Interconnection Trunks-BST

UNEs – (See Appendix D)

#### Report/Measurement:

# P-6. Coordinated Customer Conversions

#### Definition:

This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without INP, and where the CLEC has requested BST to provide a coordinated cutover.

#### **Exclusions:**

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop and loops where coordination in not requested.

#### **Business Rules:**

Where the service order includes INP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.

#### Calculation:

 $\Sigma$  [(Completion Date and Time for Cross Connection of an Coordinated Unbundled Loop)- (Disconnection Date and Time of an Coordinated Unbundled Loop)] / Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period.

#### Report Structure:

- CLEC Specific
- CLEC Aggregate

#### Level of Disaggregation:

Reported in intervals <=5 minutes; >5,<=15 minutes; >15 minutes, plus Overall Average interval

# Data Retained Relating to CLEC Experience Report Month CLEC Order Number Committed Due Date (DD) Service Type (CLASS\_SVC\_DESC) Cutover Start Time Cutover Completion time Portability start and completion times (INP orders) Total Conversions (Items) NOTE: Code in parentheses is the corresponding header found in the raw data file.

## Retail Analog/Benchmark:

There is no retail analog for this measurement because it measures cutting loops to the CLEC.

Benchmark - See Appendix D

#### Report/Measurement:

#### P-7. % Provisioning Troubles within 30 days of Service Order Activity

#### Definition:

Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.

#### **Exclusions:**

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.)
- D & F orders

#### **Business Rules:**

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report.

D & F orders are excluded as there is no subsequent activity following a disconnect.

#### Calculation:

% Provisioning Troubles within 30 days of Service Order Activity =  $\Sigma$  (Trouble reports on all completed orders  $\leq$  30 days following service order(s) completion) / (All Service Orders completed in the report calendar month) X 100

#### Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

#### Level of Disaggregation:

- Reported in categories of <10 line/circuits; > = 10 line/circuits
- Dispatch / No Dispatch

#### Data Retained Relating to CLEC Experience Data Retained Relating to BST Experience Report Month Report Month CLEC Order Number and PON • BST Order Number Order Submission Date(TICKET ID) • Order Submission Date Order Submission Time (TICKET ID) • Order Submission Time Status Type Status Type • Status Notice Date • Status Notice Date Standard Order Activity • Standard Order Activity • Geographic Scope • Geographic Scope NOTE: Code in parentheses is the corresponding header found in the raw data file.

#### Retail Analog/Benchmark:

CLEC Residence Resale / BST Residence Retail

CLEC Business Resale / BST Business Retail

CLEC Non-UNE\_Design / BST Design

Interconnection Trunks-CLEC / Interconnection Trunks -BST

UNEs-(See Appendix D)

#### Report/Measurement:

# P-8. Total Service Order Cycle Time (TSOCT)

#### Definition

This report measures the total service order cycle time from receipt of a valid service order request to the completion of the service order.

#### **Exclusions:**

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.

#### **Business Rules:**

The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.

This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.

#### Calculation:

#### **Total Service Order Cycle Time**

Σ(Date and Time of Service Request Receipt) – (Completion Date and Time of Service Order) (SOCS HIST-CD DATE) / (Count of Orders Completed in Reporting Period)

# Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

# Level of Disaggregation:

- Reported in categories of < 10 line/circuits; > = 10 line/circuits
- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, > = 30 Days

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul> <li>Report Month</li> <li>Interval for FOC</li> <li>CLEC Company Name</li> <li>Order Number (PON)</li> <li>Submission Date &amp; Time (TICKET_ID)</li> <li>Completion Date (CMPLTN_DT)</li> <li>Service Type (CLASS_SVC_DESC)</li> <li>Geographic Scope</li> <li>NOTE: Code in parentheses is the corresponding header found in the raw data file.</li> </ul>	<ul> <li>Report Month</li> <li>BST Order Number</li> <li>Order Submission Date &amp; Time</li> <li>Order Completion Date &amp; Time</li> <li>Service Type</li> <li>Geographic Scope</li> </ul>
Retail Analog/Benchmark	
See Appendix D	

#### Report/Measurement:

#### P-9. Service Order Accuracy **GEORGIA ONLY**

The "service order accuracy" measurement measures the accuracy and completeness of BST service orders by comparing what was ordered and what was completed.

#### **Exclusions:**

- Cancelled Service Orders
- · Order Activities of BST associated with internal or administrative use of local services
- & F orders

#### **Business Rules:**

A manual sampling of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BST. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order.

#### Calculation:

Percent Service Order Accuracy =  $\Sigma$  (Orders Completed without Error) /  $\Sigma$  (Orders Completed in Reporting Period) x 100

#### Report Structure:

#### **CLEC Aggregate**

# Level of Disaggregation:

- Reported in categories of <10 line/circuits; > = 10 line/circuits

Dispatch / No Dispatch	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
Report Month	Being investigated at this time
<ul> <li>CLEC Order Number and PON</li> </ul>	
Local Service Request (LSR)	
Order Submission Date	
Committed Due Date	
Service Type	
Standard Order Activity	
NOTE: Code in parentheses is the corresponding	
header found in the raw data file.	
Retail Analog/Benchmark:	-
(Under Investigation)	

Revision Date: 01/05/00 (taf)

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#### Report/Measurement:

# LNP - 10. Percent Missed Installation Appointments

#### Definition:

Percent Missed Installation Appointments monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.

#### **Exclusions:**

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

#### **Business Rules:**

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

#### Calculation:

## Percent Missed Installation Appointments:

[ (Number of Orders Not Completed by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period)] X 100

#### Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate

Report explanation: Total Missed Appointments is the total % of orders missed either by BST or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BST caused misses.

#### Level of Disaggregation:

- Product Reporting Levels
  - > LNP
  - UNE Loop Associated w/LNP
  - Geographic Scope
    - > State, Region

# Retail Analog/Benchmark:

See Appendix D

The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

# 6.6.7 Pack Rejection

6.6.7.1 CLEC-1 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. CLEC-1 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC-1 by BellSouth.

# 6.6.8 Control Data

CLEC-1 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC-1 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CLEC-1 for reasons stated in the above section.

# 6.6.9 Testing

Upon request from CLEC-1, BellSouth shall send test files to CLEC-1 for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

# 7. Enhanced Optional Daily Usage File

- 7.1 Upon written request from CLEC-1, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to CLEC-1 pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 7.2 The CLEC-1 shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

# PROVISIONING - (LNP)

#### Report/Measurement:

# LNP-11. Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

#### Definition:

Disconnect Timeliness is defined as the interval between the time the LNP Gateway receives the 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time that the Disconnect service order for an LSR is completed in SOCS. This interval effectively measures BST responsiveness by isolating it from impacts that are caused by CLEC related activities.

#### Exclusions:

- •. Canceled Service Orders
- •. Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

#### **Business Rules:**

The Disconnect Timeliness interval is determined for the last Disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BST receives the last 'Number Ported' message for an LSR from NPAC (signifying the CLEC 'Activate') until the last Disconnect service order is completed in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected disconnect orders which have been completed.

#### Calculation:

#### Average Disconnect Timeliness Interval:

 $\Sigma$ [ (Disconnect Service Order Completion Date & Time) - ('Number Ported' Message Received Date & Time) ] /  $\Sigma$  (Total Number of Disconnect Service Orders Completed in Reporting Period)

#### Disconnect Timeliness Interval Distribution:

[Σ (Disconnect Service Orders Completed in "X" days) / (Total Disconnect Service Orders Completed in Reporting Period)] X 100

#### Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate

#### Level of Disaggregation:

- Reported in day intervals = 0,1,2,3,4, 5, >5 days
- Product Reporting Levels
  - **▶LNP**
- Geographic Scope
  - >State, Region

#### Retail Analog/Benchmark:

See Appendix D

# Report/Measurement:

# LNP-12. Total Service Order Cycle Time

#### Definition:

Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.

#### Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable
- "L" appointment coded orders (indicating the customer has requested a later than offered interval)
- "S" missed appointment coded orders (indicating subscriber missed reasons), except for "SP" codes (indicating subscriber prior due date requested).

#### **Business Rules:**

The interval is determined for each service request processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.

This interval starts with the receipt of a valid service request and stops when the technician or system completes all the related service orders for the LSR in SOCS. Elapsed time for each service request is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of service requests completed to produce the total service order cycle time.

#### Calculation:

#### Average Total Service Order Cycle Time:

 $\Sigma$ [ (Service Order Completion Date & Time) - (Service Request Receipt Date & Time) ] /  $\Sigma$  (Total Number Service Requests Completed in Reporting Period)

## Total Service Order Cycle Time Interval Distribution:

[2 (Total Number of Service Requests Completed in "X" minutes/hours) / (Total Number of Service Requests Received in Reporting Period)] X 100

#### Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate
- "W" Appointment Code Only (Company Offered)

#### Level of Disaggregation:

- Reported in day intervals 0 5, 5 10, 10 15, 15 20, 20 25, 25 30, >30 days
- Product Reporting Levels
  - > LNP
  - UNE Loop with LNP
- Geographic Scope
  - > State, Region

# Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00

(taf)

# Maintenance and Repair Level of Disaggregation

# Product Reporting Levels

- Resale / Retail
  - ➤ Pots Residence
  - ➤ Pots Business
  - > PBX (Louisiana SQM)
  - > ESSX (Louisiana SQM)

  - CENTREX (Louisiana SQM)
     ISDN (Louisiana SQM) (NOTE: ISDN Troubles included in Non-Design Georgia Only)
  - Design
- Unbundled Network Elements
  - ➤ UNE Design
  - ➤ UNE Non Design
  - > UNE 2 Wire Loop (Louisiana SQM)
  - > UNE Loop Other (Louisiana SQM)
  - ➤ Unbundled Ports (Louisiana SQM)
  - ➤ UNE Other Non Design (Louisiana SQM)
- Trunks
  - > Local Interconnection Trunks
- Dispatch/No Dispatch categories applicable to all product levels
- Geographic Scope
  - > State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

## Report/Measurement:

M&R-1. Missed Repair Appointments

#### Definition:

The percent of trouble reports not cleared by the committed date and time.

#### Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

## **Business Rules:**

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.

#### Calculation:

Percentage of Missed Repair Appointments =  $\Sigma$  (Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time) /  $\Sigma$  (Total Trouble reports closed in Reporting Period) X 100

#### Report Structure:

- •. CLEC Specific
- •. CLEC Aggregate
- •. BST Aggregate

#### Data Retained Relating to CLEC Experience Data Retained Relating to BST Experience Report Month Report Month BST Company Code • CLEC Company Name • Submission Date & Time (TICKET ID) • Submission Date & Time Completion Date • Completion Date (CMPLTN\_DT) Service Type • Service Type (CLASS\_SVC\_DESC) • Disposition and Cause (CAUSE\_CD & • Disposition and Cause (Non-Design /Non-Special Only) CAUSE DESC) • Trouble Code (Design and Trunking Services) • Geographic Scope Geographic Scope NOTE: Code in parentheses is the corresponding

#### Retail Analog/Benchmark

CLEC Residence-Resale / BST Residence-Retail

header found in the raw data file.

- CLEC Business-Resale / BST Business-Retail
- CLEC Design-Resale / BST Design-Retail
- CLEC PBX, Centrex, and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
- CLEC Trunking-Resale / BST Trunking-Retail
- UNEs (See Appendix D)

#### Report/Measurement:

## M&R-2. Customer Trouble Report Rate

#### Definition:

Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.

#### Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with administrative service.
- Customer provided Equipment (CPE) troubles or CLEC equipment troubles.

#### **Business Rules:**

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination that exist for the CLEC's and BST respectively at the end of the report month.

#### Calculation:

Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100

#### Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

# Pata Retained Relating to CLEC Experience Report Month CLEC Company Name

- Ticket Submission Date & Time (TICKET ID)
- Ticket Completion Date (CMPLTN\_DT)
- Service Type (CLASS SVC DESC)
- Disposition and Cause (CAUSE\_CD & CAUSE DESC)
- # Service Access Lines in Service at the end of period
- Geographic Scope

## Data Retained Relating to BST Experience

- Report Month
- BST Company Code
- Ticket Submission Date & Time
- Ticket Completion Date
- Service Type
- Disposition and Cause (Non-Design / Non-Special Only)
- Trouble Code (Design and Trunking Services)
- # Service Access Lines in Service at the end of period
- Geographic Scope

## NOTE: Code in parentheses is the corresponding header found in the raw data file.

#### Retail Analog/Benchmark:

- CLEC Residence-Resale / BST Residence -Retail
- CLEC Business-Resale / BST Business-Retail
- CLEC Design-Resale / BST Design-Retail
- CLEC PBX, Centrex and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
- CLEC Trunking-Resale / BST Trunking-Retail
- UNEs (See Appendix D)

## Report/Measurement:

M&R-3. Maintenance Average Duration

#### Definition:

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

## Exclusions:

- Trouble reports canceled at the CLEC request
- BST trouble reports associated with administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles.
- Trouble reports greater than 10 days

#### **Business Rules:**

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the customer notified (when the technician completes the trouble ticket on his/her CAT or work system).

NOTE: Customer can be BST or CLEC

#### Calculation:

Maintenance Average Duration =  $\Sigma$ (Date and Time of Service Restoration) – (Date and Time Trouble Ticket was Opened) /  $\Sigma$ ( Total Closed Troubles in the reporting period)

## Report Structure:

- CLEC Specific
- BST Aggregate
- CLEC Aggregate

CLEC Aggregate	Ta
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
Report Month	Report Month
<ul> <li>Total Tickets (LINE_NBR)</li> </ul>	Total Tickets
CLEC Company Name	BST Company Code
<ul> <li>Ticket Submission Date &amp; Time (TIME_ID)</li> </ul>	Ticket Submission Date
Ticket Completion Date (CMPLTN_DT)	Ticket submission Time
Service Type (CLASS_SVC_DESC)	Ticket completion Date
Disposition and Cause (CAUSE_CD &	Ticket Completion Time
CAUSE_DESC)	Total Duration Time
Geographic Scope	Service Type
	Disposition and Cause (Non – Design /Non-Special Only)
NOTE: Code in parentheses is the corresponding	Trouble Code (Design and Trunking Services)
header found in the raw data file.	Geographic Scope

### Retail Analog/Benchmark:

- CLEC Residence-Resale / BST Residence-Resale
- CLEC Business-Resale / BST Business-Retail
- CLEC Design-Resale / BST Design-Retail
- CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
- CLEC Trunking-Resale /BST Trunking-Retail
- UNEs (See Appendix D)

## Report/Measurement:

## M&R-4. Percent Repeat Troubles within 30 Days

#### Definition:

Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.

#### Exclusions:

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

#### **Business Rules:**

Includes Customer trouble reports received within 30 days of an original Customer trouble report.

#### Calculation:

Percent Repeat Troubles within 30 Days = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / (Total Trouble Reports Closed in Reporting Period) X 100

## Report Structure:

- **CLEC Specific**
- **CLEC Aggregate**

•	BST Aggregate				
Data Retained Relating to CLEC Experience			Data Retained Relating to BST Experience		
•	Report Month	•	Report Month		
•	Total Tickets (LINE_NBR)	•	Total Tickets		
•	CLEC Company Name	•	BST Company Code		
•	Ticket Submission Date & Time (TICKET_ID)	•	Ticket Submission Date		
•	Ticket Completion Date (CMPLTN_DT)	•	Ticket Submission Time		
•	Total and Percent Repeat Trouble Reports	•	Ticket Completion Date		
	within 30 Days (TOT_REPEAT)	•	Ticket Completion Time		
•	Service Type	•	Total and Percent Repeat Trouble Reports within 30 Days		
•	Disposition and Cause (CAUSE_CD &	•	Service Type		
	CAUSE_DESC)	•	Disposition and Cause (Non – Design/Non-Special only)		
•	Geographic Scope	•	Trouble Code (Design and Trunking Services)		
		•	Geographic Scope		
NOT	E: Code parentheses is the corresponding header format found in the raw data file.				

## Retail Analog/Benchmark:

- CLEC Residence-Resale / BST Residence-Retail
- CLEC Business-Resale / BST Business-Retail
- CLEC Design-Resale / BST Design-Retail
- CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
- CLEC Trunking-Resale / BST Trunking-Retail
- UNEs Retail Analog (See Appendix D)

## Report/Measurement:

M&R-5. Out of Service (OOS) > 24 Hours

#### Definition:

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

#### Exclusions:

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

#### **Business Rules:**

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.

#### Calculation:

Out of Service (OOS) > 24 hours = ( Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100

#### Report Structure:

- CLEC Specific
- **BST** Aggregate
- **CLEC Aggregate**

#### Data Retained Relating to BST Experience Data Retained Relating to CLEC Experience Report Month Report Month

- Total Tickets
- CLEC Company Name
- Ticket Submission Date & Time (TICKET ID)
- Ticket Completion Date (CMPLTN\_DT
- Percentage of Customer Troubles out of
- Service > 24 Hours (OOS>24 FLAG)
- Service type (CLASS\_SVC\_DESC)
- Disposition and Cause (CAUSE\_CD & CAUSE-DESC)
- Geographic Scope

- Total Tickets
- BST Company Code
- Ticket Submission Date
- Ticket Submission time
- Ticket Completion Date
- Ticket Completion Time
- Percent of Customer Troubles out of Service > 24 Hours
- Service type
- Disposition and Cause (Non Design/Non-Special only)
- Trouble Code (Design and Trunking Services)
- Geographic Scope

### NOTE: Code in parentheses is the corresponding header found in the raw data file. Retail Analog/Benchmark:

- CLEC Residence-Resale / BST Residence- Retail
- CLEC Business-Resale / BST Business-Retail
- CLEC Design-Resale / BST Design-Retail
- CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
- CLEC Trunking-Resale /BST Trunking- Retail
- UNEs Retail Analog (See Appendix D)

Data Retained Relating to CLEC Experience

CLEC Average Answer Time

Retail Analog/Benchmark:

Repair Centers. See Appendix D

Report/Measurement:
M&R-6. Average Answer Time - Repair Centers
Definition:
This measures the average time a customers is in Que.
Exclusions:
None
Business Rules:
This measure is designed to measure the time required for CLEC & BST from the time of the ACD choice to the time of being answered. The clock starts when the CLEC Rep makes a choice to be put in queue for the next repair attendant and the clock stops when the repair attendant answers the call.  (NOTE: The Column is a combined BST Residence and Business number)
Level of Disaggregation:
Region. CLEC/BST Service Centers and BST Repair Centers are regional.
Calculation:
Average Answer Time for BST's Repair Centers = (Time BST Repair Attendant Answers Call) - (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period)
Report Structure:
CLEC Aggregate
BST Aggregate

For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BST

Revision Date: 02/22/00 (see)

Data Retained Relating to BST Experience

BST Average Answer Time

#### Report/Measurement:

B-1. Invoice Accuracy

#### Definition:

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

#### **Exclusions:**

Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)

#### Business Rules:

The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers BST. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.

#### Calculation:

Invoice Accuracy = (Total Billed Revenues during current month) - (Billing Related Adjustments during current month) / Total Billed Revenues during current month X 100

#### Report Structure:

- **CLEC Specific**
- **CLEC Aggregate**
- **BST** Aggregate

#### Level of Disaggregation:

- Product / Invoice Type
  - Resale
  - UNE
  - > Interconnection
  - Geographic Scope
    - Region

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
Report Month	Report Month
<ul> <li>Invoice Type</li> </ul>	Retail Type
Total Billed Revenue	> CRIS
Billing Related Adjustments	➤ CABS
	Total Billed Revenue
	Billing Related Adjustments
Retail Analog/Benchmark	
CLEC Invoice Accuracy is comparable to BST In	Wolce A couracy

Invoice Accuracy is comparable to BST Invoice Accuracy

See Appendix D

Report/Measurement:				
B-2. Mean Time to Deliver Invoices				
Definition:				
This measure provides the mean interval for billing	invoices			
Exclusions:				
Any invoices rejected due to formatting or content e	rtors.			
Business Rules:				
Measures the mean interval for timeliness of billing	records delivered to CLECs in an agreed upon format. CRIS-based			
invoices are measured in business days, and CABS-	based invoices in calendar days.			
Calculation:	: : D : > (Cl : : D : : : : : : : : : : : : : : : :			
	ansmission Date)—(Close Date of Scheduled Bill Cycle)] / (Count of			
Invoices Transmitted in Reporting Period)				
Report Structure:				
CLEC Specific				
CLEC Aggregate				
BST Aggregate				
Level of Disaggregation:				
Product / Invoice Type				
> Resale				
<ul> <li>UNE</li> <li>Interconnection</li> </ul>				
<ul><li>Geographic Scope</li><li>➤ Region</li></ul>				
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:			
Report Month	Report Month			
_ ·	Retail Type			
Invoice Type     Invoice Transmission Count	> CRIS			
Date of Scheduled Bill Close	> CABS			
Date of Scheduled Bill Close	Invoice Transmission Count			
Date of Scheduled Bill Close				
Retail Analog/Benchmark:				
CRIS-based invoices will be released for delivery w	vithin six (6) business days			
CABS-based invoices will be released for delivery				
CLEC Average Delivery Intervals for both CRIS ar	nd CABS Invoices are comparable to BST Average delivery			
for both systems.	· ·			
See Appendix D				

Report/Measurement:			
B-3. Usage Data Delivery Accuracy			
Definition:			
the appropriate Competitive Local Exchange Carri	rded usage that is delivered error free and in an acceptable format to ier (CLEC). These percentages will provide the necessary data for use ormance. This measurement captures Data Delivery Accuracy rather g.		
Exclusions:			
None			
Business Rules:			
of accuracy comparative to BST bills rendered to t	s delivered by BST to the CLEC must enable them to provide a degree their retail customers. If errors are detected in the delivery process, Errors are corrected and the data retransmitted to the CLEC.		
Calculations:			
usage data packs requiring retransmission during of current month) X 100	er of usage data packs sent during current month) – (Total number of current month)] / (Total number of usage data packs sent during		
Report Structure:			
CLEC Specific			
CLEC Aggregate			
BST Aggregate			
Level of Disaggregation:			
Geographic Scope			
> Region			
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:		
Report Month	Report Month		
Record Type	Record Type		
<ul><li>BellSouth Recorded</li></ul>			
> Non BellSouth Recorded			
Retail Analog/Benchmark:			
CLEC Usage Data Delivery Accuracy is comparated See Appendix D	ble to BST Usage Data Delivery Accuracy		

#### Report/Measurement:

#### B-4. Usage Data Delivery Completeness

#### Definition:

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

#### Exclusions:

None

#### **Business Rules:**

The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.

#### Calculation:

Usage Data Delivery Completeness =  $\Sigma$ (Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date) /  $\Sigma$ (Total number of Recorded usage records delivered during the current month) X 100

#### Report Structure

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

#### Level of Disaggregation:

- Geographic Scope
  - Region

> Region		
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:	
Report Month	Report Monthly	
Record Type	Record Type	
BellSouth Recorded		
Non BellSouth Recorded		
Retail Analog/Benchmark:		

CLEC Usage Delivery Completeness is comparable to BST Usage Delivery Completeness See Appendix D

Report/Measurement:				
B-5. Usage Data Delivery Timeliness				
Definition:				
companies and sent to BST for billing) that is delive receipt of the initial recording. A parity measure is	d usage data (usage recorded by BST and usage recorded by other cred to the appropriate CLEC within six (6) calendar days from the also provided showing timeliness of BST messages processed and and Mean Time to Deliver Usage measures are reported on the same			
Exclusions:				
None				
Business Rules:				
delivered to the appropriate CLEC. The usage data processing center once daily. The Timeliness interv	the level of timeliness for processing and transmission of usage data will be mechanically transmitted or mailed to the CLEC data val of usage recorded by other companies is measured from the date is to the CLEC. Method of delivery is at the option of the CLEC.			
Calculation:				
	of usage records sent within six (6) calendar days from initial			
recording/receipt) / Σ(Total number of usage record	s sent) X 100			
Report Structure:				
CLEC Aggregate     CLEC Specification				
CLEC Specific     PST A property				
BST Aggregate  Level of Disaggregation:				
Geographic Scope	No. 100 April 10			
Region				
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:			
Report Month	Report Monthly			
Record Type	Record Type			
➢ BellSouth Recorded				
> Non-BellSouth Recorded				
Retail Analog/Benchmark:				
CLEC Usage Data Delivery Timeliness is comparable	to BST Usage Data Delivery Timeliness			
See Appendix D				

## Report/Measurement:

B-6. Mean Time to Deliver Usage

#### Definition:

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

#### Exclusions:

None

#### Business Rules:

The purpose of this measurement is to demonstrate the average number of days it takes BST to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

#### Calculation:

Mean Time to Deliver Usage =  $\Sigma_{\text{(Record volume X estimated number of days to deliver the Usage Record)} / total record volume$ 

#### Report Structure:

- CLEC Aggregate
- CLEC Specific
- BST Aggregate

#### Level of Disaggregation:

• Geographic Scope

> Region

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
Report Month	Report Monthly
Record Type     BellSouth Recorded	Record Type
> Non-BellSouth Recorded	
Retail Analog/Benchmark:	

Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BST See Appendix D

#### Report/Measurement:

OS-1. Speed to Answer Performance/Average Speed to Answer - Toll

#### Definition:

Measurement of the average time in seconds calls wait before answered by a toll operator.

#### Exclusions:

Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.

#### Business Rules:

The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.

#### Calculation:

The Average Speed to Answer for toll is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services toll centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.

#### Report Structure:

- Reported for the aggregate of BST and CLECs
  - > State

#### Level of Disaggregation:

None

#### Data Retained (on Aggregate Basis)

For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.

- Month
- Call Type (Toll)
- Average Speed of Answer

## Retail Analog/Benchmark

Parity by Design See Appendix D

## Report/Measurement:

OS-2. Speed to Answer Performance/Percent Answered within "X" Seconds - Toll

#### Definition:

Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.

#### Exclusions:

Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.

#### **Business Rules**:

The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.

#### Calculation:

The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

#### Report Structure:

- Reported for the aggregate of BST and CLECs
  - > State

#### Level of Disaggregation:

None

## Data Retained (on Aggregate Basis)

For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.

- Month
- Call Type (Toll)
- Average Speed of Answer

#### Retail Analog/Benchmark

Parity by Design

See Appendix D

#### Report/Measurement:

OS-3. Speed to Answer Performance/Average Speed to Answer - Directory Assistance (DA)

#### Definition:

Measurement of the average time in seconds calls wait before answer by a DA operator.

#### Exclusions:

Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.

#### Business Rules:

The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.

#### Calculation:

The Average Speed to Answer for DA is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.

#### Report Structure:

Reported for the aggregate of BST and CLECs

➤ State

#### Level of Disaggregation:

None

#### Data Retained (on Aggregate Basis)

For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.

- Month
- Call Type (DA)
- Average Speed of Answer

#### Retail Analog/Benchmark

Parity by Design

See Appendix D

## Report/Measurement:

OS-4. Speed to Answer Performance/Percent Answered within "X" Seconds - Directory Assistance (DA)

#### Definition:

Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.

#### Exclusions:

Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.

#### **Business Rules**:

The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.

#### Calculation:

The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

## Report Structure:

- Reported for the aggregate of BST and CLECs
  - > State

## Level of Disaggregation:

None

## Data Retained (on Aggregate Basis)

For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.

- Month
- Call Type (DA)
- Average Speed of Answer

## Retail Analog/Benchmark

Parity by Design

See Appendix D

#### E911

## Report/Measurement:

#### E-1. Timeliness

#### Definition:

Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.

#### Exclusions:

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

## **Business Rules:**

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records.

#### Calculation:

E911 Timeliness = Σ (Number of batch orders processed within 24 hours + Total number of batch orders submitted) X 100

## Report Structure:

- Reported for the aggregate of CLEC resale updates and BST retail updates
  - ➤ State
  - > Region

## Levels of Disaggregation:

None

#### Data Retained

- Report month
- Aggregate data

## Retail Analog/Benchmark

Parity by Design

See Appendix D

#### E911

#### Report/Measurement:

#### E-2. Accuracy

#### Definition:

Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors.

#### Exclusions:

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

#### **Business Rules:**

Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records.

#### Calculation:

E911 Accuracy =  $\Sigma$ (Number of record individual updates processed with no errors + Total number of individual record updates) X 100

## Report Structure:

- Reported for the aggregate of CLEC resale updates and BST retail updates
  - > State
  - > Region

## Level of Disaggregation:

None

#### Data Retained

- Report month
- Aggregate data

#### Retail Analog/Benchmark

Parity by Design

See Appendix D

#### E911

#### Report/Measurement:

#### E-3. Mean Interval

#### Definition:

Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).

### **Exclusions:**

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

#### Business Rules:

The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records.

## Calculation:

E911 Mean Interval =  $\Sigma$  (Date and time of batch order completion – Date and time of batch order submission)  $\div$  (Number of batch orders completed)

## Report Structure:

- Reported for the aggregate of CLEC resale updates and BST retail updates
  - > State
  - > Region

## Level of Disaggregation:

None

## Data Retained (on Aggregate Basis)

- Report month
- Aggregate data

## Retail Analog/Benchmark

Parity by Design

See Appendix D

## TRUNK GROUP PERFORMANCE

## Report/Measurement:

### TGP-1. Trunk Group Performance-Aggregate

#### Definition:

A report of aggregate blocking information for CLEC trunk groups and BellSouth trunk groups.

#### Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

#### **Business Rules:**

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.
- For each geographic area, plots are generated for: a) the monthly blocking by hour for each affecting group (BeilSouth or CLEC), and b) the difference between BellSouth blocking data and CLEC blocking data is calculated and plotted.
- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.
- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

#### **CLEC Affecting Categories:**

Point A Point B

Category 1: BellSouth End Office BellSouth Access Tandem

Category 3: BellSouth End Office CLEC Switch
Category 4: BellSouth Local Tandem CLEC Switch
Category 5: BellSouth Access Tandem CLEC Switch

Category 10: BellSouth End Office BellSouth Local Tandem
Category 16: BellSouth Tandem BellSouth Tandem

## **BellSouth Affecting Category:**

Point A Point B
Category 9: BeilSouth End Office BellSouth End Office

## TRUNK GROUP PERFORMANCE - (Trunk Group Performance-Aggregate - Continued)

#### Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) /  $\Sigma$  (Total number of valid measurement days within each week)

Example:		Week 1	Week 2	Week 3	Week 4	<u>Monthly</u>
Hour l	Blocking	1% 7	0.5% 7	2% 5	1.5% 6	1.8%
2	# Days Blocking # Days	0% 7	0% 5	0.2% 5	0.3% 7	.1%
3	Blocking # Days	1% 7	1% 7	0.5 <b>%</b> 7	2% 7	1.1%
24	Blocking # Days	1% 7	0.5% 7	2% 5	1.5 <b>%</b> 6	1.2%

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:  $(1\times5)+(0.5\times5)+(2\times4)+(1.5\times4) = 1.2\%$ 

 $\frac{(1x5)+(0.5x5)+(2x4)+(1.5x4)}{(5+5+4+4)} =$ 

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) /  $\Sigma$  (number of trunks in the aggregate group)

Example:	Trunk	Trunks in	Blocking	Blocking	Blocking	Blocking	Blocking
	Group	Service	Hour 1	Hour 2	Hour 3	Hour 4	Hour 24
	A	24	3%	0%	1%	0%	0%
	В	144	2%	0%	1%	0.5%	0.5%
	Ċ	528	0%	0.5%	1%	1%	1%
	Ď	316	1%	0%	1%	0.1%	0%
	Ē	940	1%	1%	4%	0%	0%
	Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

(3x24)+(2x144)+(0x528)+(1x316)+(1x940) = 0.8%

(24+144+528+316+940)

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

#### Report Structure:

CLEC Aggregate

> State

## Level of Disaggregation:

Inink	( (ironn
	r c traita

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
Report Month     Total Trunk Groups     Number of Trunk Groups by CLEC     Hourly average blocking per trunk group	<ul> <li>Report Month</li> <li>Total Trunk Groups</li> <li>Aggregate Hourly average blocking</li> </ul>

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

## TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-2. Trunk Group Performance-CLEC Specific

#### Definition:

A report of blocking information for CLEC trunk groups.

#### Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

#### **Business Rules:**

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.
- For each geographic area, plots are generated for the monthly blocking by hour
- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The
  hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.
- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for CLEC trunk groups. In order to assign trunk groups to the CLEC group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

## **CLEC Affecting Categories:**

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
	BellSouth Tandem	BellSouth Tandem

## TRUNK GROUP PERFORMANCE - (Trunk Group Performance-CLEC Specific - Continued)

#### Calculation:

## Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) /  $\Sigma$  (Total number of valid measurement days within each week)

Example: Hour		Week 1	Week 2	Week 3	Week 4	Monthly
1	Blocking # Days	1% 7	0.5 <b>%</b> 7	2% 5	1.5% 6	1.8%
2	Blocking # Days	0% 7	0% 5	0.2% 5	0.3%	.1%
3	Blocking # Days	1% 7	1% 7	0.5% 7	2% 7	1.1% 5
24	Blocking # Days	1% 7	0.5% 7	2% 5	1.5% 6	1.2%

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows: (1x5)+(0.5x5)+(2x4)+(1.5x4) = 1.2%(5+5+4+4)

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) /  $\Sigma$ (number of trunks in the aggregate group)

Example:	Trunk Group A B C D E	Trunks in Service 24 144 528 316 940	Blocking Hour 1 3% 2% 0% 1%	Blocking Hour 2 0% 0% 0.5% 0% 1%	Blocking Hour 3 1% 1% 1% 1% 4%	Blocking Hour 4 0% 0.5% 1% 0.1% 0%	Blocking
•	Aggregate		0.8%	0.6%	2.4%	0.3%	0%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

 $\frac{(3x24)+(2x144)+(0x528)+(1x316)+(1x940)}{(3x24)+(2x144)+(0x528)+(1x316)+(1x940)} = 0.8\%$ 

(24+144+528+316+940)

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

## Report Structure:

- CLEC Specific
- Trunk Group

## Level of Disaggregation:

Trunk Group

Retained Relating to BST Experience
Report Month Total Trunk Groups Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

## TRUNK GROUP PERFORMANCE

#### Report/Measurement:

## TGP-3. Trunk Group Service Report

#### Definition:

A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.

#### Exclusions:

- Trunk groups for which valid traffic data is not available
- High use trunk groups

#### **Business Rules:**

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

#### Calculation:

Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

## Report Structure:

- BST Aggregate
  - > CTTG
  - > Local
- CLEC Aggregate
  - ➢ BST Administered CLEC Trunk
  - CLEC Administered CLEC Trunk
- CLEC Specific
  - BST Administered CLEC Trunk
  - ➤ CLEC Administered CLEC Trunk

#### Level of Disaggregation:

#### State

State	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul> <li>Report month</li> <li>Total trunk groups</li> <li>Total trunk groups for which data is available</li> <li>Trunk groups with blocking greater than the MBT</li> <li>Percent of trunk groups with blocking greater than the MBT</li> </ul>	<ul> <li>Report month</li> <li>Total trunk groups</li> <li>Total trunk groups for which data is available</li> <li>Trunk groups with blocking greater than the MBT</li> <li>Percent of trunk groups with blocking greater than the MBT</li> </ul>

## Retail Analog/Benchmark:

CLEC Trunk Blockage/BST Trunk Blockage

See Appendix D

## TRUNK GROUP PERFORMANCE

## Report/Measurement:

## TGP-4. Trunk Group Service Detail

#### Definition:

A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.

#### Exclusions:

- Trunk groups for which valid traffic data is not available
- High use trunk groups

#### **Business Rules:**

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (Bellcore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

## Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

## Report Structure:

- BST Specific
  - > .Traffic Identity
  - > TGSN
  - > Tandem
  - ➤ End Office
  - Description
  - Observed Blocking
  - ➤ Busy Hour
  - ➤ Number Trunks
  - ➤ Valid study days
  - > Number reports
  - > Remarks

- CLEC Specific
  - > Traffic Identity
  - > TGSN
  - > Tandem
  - CLEC POT
  - Description
  - Observed Blocking
  - Busy Hour
  - ➤ Number Trunks
  - Valid study days
  - Number reports
  - Remarks

## Level of Disaggregation:

#### State

## Data Retained Relating to CLEC Experience

- Report month
- Total trunk groups
- Total trunk groups for which data is available
- Trunk groups with blocking greater than the MBT
- Percent of trunk groups with blocking greater than the MBT
- Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports

## Data Retained Relating to BST Experience

- Report month
- Total trunk groups
- Total trunk groups for which data is available
- Trunk groups with blocking greater than the MBT
- Percent of trunk groups with blocking greater than the MBT
- Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports

#### Retail Analog/Benchmark:

CLEC Trunk Blockage/BST Blockage

See Appendix D

#### **COLLOCATION**

Report/Measurement:

C-1. Average Response Time

#### Definition:

Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.

#### Exclusions:

- Requests to augment previously completed arrangements
- Any application cancelled by the CLEC

## Business Rules:

The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request.

#### Calculation

Average Response Time =  $\Sigma$ (Request Response Date) – (Request Submission Date) / Count of Responses Returned within Reporting Period.

#### Report Structure:

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

## Level of Disaggregation:

- State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)
- Virtual
- Physical

#### Data Retained:

- Report period
- Aggregate data

## Retail Analog/Benchmark:

See Appendix D

## **COLLOCATION**

#### Report/Measurement:

## C-2. Average Arrangement Time

#### Definition:

Measures the average time from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.

#### Exclusions:

- Any Bona Fide firm order cancelled by the CLEC
- Bona Fide firm orders to augment previously completed arrangements
- Time for BST to obtain permits
- Time during which the collocation contract is being negotiated

#### **Business Rules:**

The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement.

#### Calculation:

Average Arrangement Time =  $\Sigma$ (Date Collocation Arrangement is Complete) – (Date Order for Collocation Arrangement Submitted) / Total Number of Collocation Arrangements Completed during Reporting Period.

### Report Structure:

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

## Level of Disaggregation:

- State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)
- Virtual
- Physical

#### Data Retained:

- Report period
- Aggregate data

## Retail Analog/Benchmark:

See Appendix D

## **COLLOCATION**

Report/Measurement:

## C-3. Percent of Due Dates Missed

#### Definition

Measures the percent of missed due dates for collocation arrangements.

#### **Exclusions:**

- Any Bona Fide firm order cancelled by the CLEC
- Bona Fide firm orders to augment previously completed arrangements
- Time for BST to obtain permits
- Time during which the collocation contract is being negotiated

#### **Business Rules:**

The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops on the date that BST completes the collocation arrangement.

#### Calculation:

% of Due Dates Missed = Σ (Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period) / Number of Orders Completed in Reporting Period) X 100

## Report Structure:

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

#### Level of Disaggregation:

- State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area-MSA)
- Virtual
- Physical

#### Data Retained:

- Report period
- Aggregate data

#### Retail Analog/Benchmark:

90% ≤ Commit Date

## Appendix A: Reporting Scope\*

Standard Service Groupings	Pre-Order, Ordering
	> Resale Residence
	➤ Resale Business
	➤ Resale Special
	➤ Local Interconnection Trunks
	> UNE
	> UNE - Loops w/LNP
	Provisioning
	➤ UNE Non-Design
	➤ UNE Design
	➤ Local Interconnection Trunks
	➤ Resale Residence
	➤ Resale Business
	➤ Resale Design
	➤ BST Trunks
	➤ BST Residence Retail
	➤ BST Business Retail
·	➤ BST Design Retail
	Maintenance and Repair
	➤ Local Interconnection Trunks
	➤ UNE Non-Design
	➤ UNE Design
,	➤ Resale Residence
	➤ Resale Business
	➤ Resale Design
	➤ BST Interconnection Trunks
	➤ BST Residence Retail
	➤ BST Business Retail
	➤ BST Design Retail
	Local Interconnection Trunk Group Blockage
	➤ BST CTTG Trunk Groups
	> CLEC Trunk Groups

## Appendix A: Reporting Scope\*

Standard Service Order Activities  These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.	<ul> <li>New Service Installations</li> <li>Service Migrations Without Changes</li> <li>Service Migrations With Changes</li> <li>Move and Change Activities</li> <li>Service Disconnects (Unless noted otherwise)</li> </ul>
Pre-Ordering Query Types:	<ul> <li>Address</li> <li>Telephone Number</li> <li>Appointment Scheduling</li> <li>Customer Service Record</li> <li>Feature Availability</li> </ul>
Maintenance Query Types:	
Report Levels	N. CLEC DEGY
Trebott Peagl	<ul> <li>CLEC RESH</li> <li>CLEC MSA</li> <li>CLEC State</li> <li>CLEC Region</li> <li>Aggregate CLEC State</li> <li>Aggregate CLEC Region</li> <li>BST State</li> <li>BST Region</li> </ul>

<sup>\*</sup> Scope is report, data source and system dependent, and, therefore, will differ with each report.

## Appendix B: Glossary of Acronyms and Terms

	1.55	
A	ACD	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
	AUTO CLARIFICATION	The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.
1		
В	BILLING	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center – The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
С	CKTID	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.

	T do any isono	
C	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	СТТС	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information
E	E911	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FATAL REJECT	The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated
	FLOW- THROUGH	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

G		
H	HAL	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
	ISDN	Integrated Services Digital Network
K		
L	LCSC	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request – A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

N	NC	"No Circuits" - All circuits busy announcement
0	OASIS	Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	POTS	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service

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R	RNS	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
		RSAG software contract for address search
	RSAGADDR	RSAG software contract for telephone number search
	RSAGTN	
S	SOCS	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
-	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
Т	TAFI	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	TAG	Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.
	TN	Telephone Number
	TOTAL MANUAL FALLOUT	The number of LSRs which are entered electronically but require manual entering into a service order generator.
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

### Appendix C

#### **BELLSOUTH'S AUDIT POLICY:**

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) for each of the next five (5) years (2000 – 2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

- 1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.
- 2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
- 3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

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	Loop without NP - Non-Design		Retail Residence and Business	
	p Other with NP Non-Design		Retail Residence and Business	
	p Other without NP Non-Design		Retail Residence and Business	
UNE Other Non Design	er Non Design		Retail Residence and Business	
UNE 2w Loop with NP – Design	Loop with NP – Design		Retail Residence and Business	
UNE 2w Loop without NP – Design	Loop without NP – Design		Retail Residence and Business	
UNE Loop Other with NP – Design	p Other with NP - Design		Retail Design	

Analogs and Benchmarks  UB-METRICS Retail Analogue Analogue  Analogue Analo		APDENDIY			
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Resale Business Resale Centrex Resale Design UNE Zw Loop with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Conforter with NP - Design UNE Cop Other with NP - Design UNE Cop Other with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Cop Other with NP - Design UNE Cop Other with NP - Design UNE Cop Other with NP - Design UNE Cop Other with NP - Design UNE Cop Other with NP - Design UNE Cop Other with NP - Design UNE Cop Other with NP - Design UNE Cop Other with NP - Non-Design UNE Loop and Port Combos UNE Zw Loop with NP - Non-Design UNE Zw Loop with NP - Non-Design UNE Zw Loop with NP - Non-Design			×		
Resale Residence Resale Business Resale Business Resale Design Resale Centrex Resale Centrex Resale Control Mon-Design UNE Loop Other with NP - Design UNE Zw Loop with NP - Design UNE Loop Other with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop other with NP - Design UNE Zw Loop other with NP - Design UNE Zw Loop other with NP - Design UNE Zw Loop other with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Conders given jeopardy notice (Mechanized)  Resale Resign Resale Business Resale Business Resale Design UNE Loop with NP - Non-Design UNE Zw Loop with NP - Non-Design UNE Zw Loop with NP Non-Design		Average Jeopardy Notice Interval (Mechanized)			
Resale Business Resale Design Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale IDSN UNE Loop with NP - Non-Design UNE Zw Loop with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Corpor Other with NP - Design UNE Corpor Other with UNP - Design UNE Corpor Other with UNP - Design UNE Corpor Other with NP - Non-Design Resale Business Resale Business Resale Design Resale Design Resale Design UNE Loop with NP - Non-Design UNE Zw Loop with NP - Non-Design UNE Zw Loop with NP Non-Design					95% >=24 Hr
Resale Design Resale PBX Resale PBX Resale Centrex Resale Centrex Resale IDSN UNE Loop with Ord - Non-Design UNE Zw Loop with NP - Non-Design UNE Zw Loop with NP - Non-Design UNE Loop Other with NP Non-Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Zw Loop with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Zw Loop with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design  Local Interconnection Trunks Local Interconnection Trunks Sesale Residence Resale Residence Resale Business Resale Business Resale Design X Resale Design X Resale Design UNE Loop owith NP - Non-Design UNE Zw Loop with NP - Non-Design UNE Zw Loop without NP - Non-Design UNE Loop Other with NP Non-Design					95% >=24 Hr
Resale Centrex Resale Centrex Resale DSN UNE Loop and Port Combos UNE Zw Loop with NP – Non-Design UNE Zw Loop with NP – Non-Design UNE Zw Loop with NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop of Orders given jeopardy notice (Mechanized) Resale Residence Resale Residence Resale Design NE Resale Design UNE Loop and Port Combos UNE Loop with NP – Non-Design UNE Zw Loop without NP – Non-Design UNE Zw Loop without NP – Non-Design					95% >=24 Hr
Resale Centrex Resale IDSN UNE Loop and Port Combos UNE 2w Loop with NP - Non-Design UNE 2w Loop without NP - Non-Design UNE 2w Loop without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Cop Other without NP - Design UNE Loop ond Port Combos UNE Loop with NP - Non-Design UNE Zw Loop with NP - Non-Design UNE Zw Loop with NP - Non-Design					95% >=24 Hr
Resale IDSN  UNE Loop and Port Combos  UNE 2w Loop with NP – Non-Design  UNE 2w Loop with NP – Non-Design  UNE Loop Other with NP Non-Design  UNE Loop Other with NP Non-Design  UNE 2w Loop with NP – Design  UNE 2w Loop with NP – Non-Design					95% >=24 Hr
UNE Loop and Port Combos  UNE 2w Loop with NP – Non-Design  UNE 2w Loop with NP – Non-Design  UNE Loop Other with NP Non-Design  UNE 2w Loop without NP – Non-Design  UNE 2w Loop without NP – Design  Local Interconnection Trunks  of Orders given jeopardy notice (Mechanized)  Resale Business  Resale Business  Resale Design  UNE 2w Loop with NP – Non-Design  UNE 2w Loop with NP – Non-Design  UNE 2w Loop without NP – Non-Design  UNE 2w Loop Other with NP Non-Design					95% >=24 Hr
UNE 2w Loop with NP – Non-Design UNE 2w Loop without NP – Non-Design UNE Loop Other with NP Non-Design UNE Loop Other with NP Non-Design UNE 2w Loop with NP – Design UNE 2w Loop with NP – Design UNE 2w Loop with NP – Design UNE 2w Loop without NP – Design UNE 2w Loop without NP – Design UNE Loop Other with NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Cophers given jeopardy notice (Mechanized) Resale Residence Resale Business Resale Design Resale Design UNE Loop and Port Combos UNE Loop with NP – Non-Design UNE 2w Loop with NP – Non-Design UNE 2w Loop without NP – Non-Design UNE 2w Loop Other with NP Non-Design					95% >=24 Hr
UNE 2w Loop without NP – Non-Design UNE Loop Other with NP Non-Design UNE Loop Other with NP Non-Design UNE 2w Loop with NP – Design UNE Loop Other with NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other with NP – Non-Design UNE Loop and Port Combos UNE 2w Loop with NP – Non-Design UNE 2w Loop with NP – Non-Design UNE 2w Loop Other with NP Non-Design					95% >=24 Hr
UNE Loop Other with NP Non-Design UNE Loop Other without NP Non-Design UNE 2w Loop with NP - Design UNE 2w Loop with NP - Design UNE 2w Loop without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design Local Interconnection Trunks  6 of Orders given jeopardy notice (Mechanized) Resale Residence Resale Business Resale Design Resale Design UNE Loop and Port Combos UNE Loop with NP - Non-Design UNE 2w Loop without NP - Non-Design UNE Loop Other with NP Non-Design					95% >=24 Hr
UNE Loop Other without NP Non-Design UNE 2w Loop with NP - Design UNE 2w Loop with NP - Design UNE 2w Loop without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Cher Design UNE Cher Design Local Interconnection Trunks  of Orders given jeopardy notice (Mechanized)  Resale Residence Resale Business Resale Business Resale Design Resale Design Resale Centrex Resale Centrex Resale IDSN UNE Loop and Port Combos UNE 2w Loop with NP - Non-Design UNE 2w Loop without NP - Non-Design UNE Loop Other with NP Non-Design					95% >=24 Hr
UNE Other Non Design UNE 2w Loop with NP – Design UNE 2w Loop with NP – Design UNE 2w Loop without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Cother Design Local Interconnection Trunks of Orders given jeopardy notice (Mechanized) Resale Residence Resale Business Resale Business Resale Design Resale Design Resale Design Resale Design UNE Loop and Port Combos UNE Loop with NP – Non-Design UNE 2w Loop with NP – Non-Design UNE Loop Other with NP Non-Design					95% >=24 Hr
UNE 2w Loop with NP – Design  UNE 2w Loop with NP – Design  UNE Loop Other with NP – Design  UNE Loop Other without NP - Design  UNE Loop Other without NP - Design  UNE Chers given jeopardy notice (Mechanized)  Resale Residence Resale Business  of Orders given jeopardy notice (Mechanized)  Resale Residence  Resale Business  Resale Design  Resale Design  Resale Design  Resale Design  Resale Design  Contract  Resale Design  Contract  Resale Dob onther with NP – Non-Design  UNE Loop other with NP Non-Design		1			95% >=24 Hr
UNE 2w Loop without NP – Design UNE Loop Other with NP – Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Cother Design Local Interconnection Trunks  • of Orders given jeopardy notice (Mechanized) Resale Residence Resale Business Resale Business Resale Business Resale Design Resale Design UNE Loop and Port Combos UNE Loop with NP – Non-Design UNE 2w Loop without NP – Non-Design UNE Loop Other with NP Non-Design					95% >=24 Hr
UNE Loop Other with NP – Design  UNE Loop Other without NP - Design  UNE Cother Design  Local Interconnection Trunks  Local Interconnection Trunks  Local Interconnection Trunks  Resale Residence  Resale Business  Resale Business  Resale Design  X  Resale Design  X  Resale IDSN  UNE Loop and Port Combos  UNE 2w Loop without NP – Non-Design  UNE 2w Loop without NP – Non-Design  UNE Loop Other with NP Non-Design					95% >=24 Hr
UNE Loop Other without NP - Design  UNE Other Design  Local Interconnection Trunks  of Orders given jeopardy notice (Mechanized)  Resale Residence Resale Business Resale Design  Resale Design  Resale Design  Resale IDSN  UNE Loop and Port Combos  UNE 2w Loop with NP - Non-Design  UNE 2w Loop With NP - Non-Design  UNE Loop Other with NP Non-Design				•	95% >=24 Hr
UNE Other Design  Local Interconnection Trunks  of Orders given jeopardy notice (Mechanized)  Resale Residence Resale Business  Resale Design  Resale Design  Resale Centrex  Resale Contrex  Resale IDSN  UNE Loop and Port Combos  UNE 2w Loop with NP – Non-Design  UNE 2w Loop Other with NP Non-Design					95% >=24 Hr
Local Interconnection Trunks  Local Interconnection Trunks  Resale Residence Resale Business Resale Design Resale Centrex Resale Contrex Resale IDSN UNE Loop and Port Combos UNE 2w Loop with NP – Non-Design UNE 2w Loop Other with NP Non-Design					95% >=24 Hr
Resale Residence Resale Business Resale Business Resale Design Resale Centrex Resale IDSN UNE Zw Loop with NP – Non-Design UNE Zw Loop Other with NP Non-Design		Local Interconnection Trunks			95% >=24 Hr
Resale Residence         X           Resale Business         X           Resale Design         X           Resale PBX         X           Resale PBX         X           Resale Centrex         X           Resale IDSN         X           UNE Loop and Port Combos         X           UNE Loop with NP - Non-Design         X           UNE 2w Loop with NP - Non-Design         UNE Loop Other with NP Non-Design		% of Orders given jeopardy notice (Mechanized)			
Resale Business         X           Resale Design         X           Resale PBX         X           Resale Centrex         X           Resale IDSN         X           UNE Loop and Port Combos         X           UNE 2w Loop with NP - Non-Design         X           UNE 2w Loop with NP - Non-Design         UNE Loop Other with NP Non-Design			×		
Resale Design         X           Resale PBX         X           Resale Centrex         X           Resale Centrex         X           UNE Loop and Port Combos         X           UNE Loop with NP – Non-Design         X           UNE 2w Loop with NP – Non-Design         UNE Loop Other with NP Non-Design			×		
Resale PBX         X           Resale Centrex         X           Resale IDSN         X           UNE Loop and Port Combos         X           UNE 2w Loop with NP – Non-Design         X           UNE 2w Loop without NP – Non-Design         X           UNE Loop Other with NP Non-Design         X			×		
Resale Centrex Resale IDSN  UNE Loop and Port Combos  UNE 2w Loop with NP – Non-Design  UNE 2w Loop without NP – Non-Design  UNE Loop Other with NP Non-Design			×		
Resale IDSN  UNE Loop and Port Combos  UNE 2w Loop with NP – Non-Design  UNE 2w Loop without NP – Non-Design  UNE Loop Other with NP Non-Design			×		
UNE Loop and Port Combos UNE 2w Loop with NP – Non-Design UNE 2w Loop without NP – Non-Design UNE Loop Other with NP Non-Design			×		
UNE 2w Loop with NP – Non-Design UNE 2w Loop without NP – Non-Design UNE Loop Other with NP Non-Design				Retail Residence and Business	SS
UNE 2w Loop without NP – Non-Design UNE Loop Other with NP Non-Design				Retail Residence and Business	SS
UNE Loop Other with NP Non-Design		UNE 2w Loop without NP - Non-Desig		Retail Residence and Business	SS
		UNE Loop Other with NP Non-Design		Retail Residence and Business	SS

	APPENDIX D			
	Analogs and Benchmarks			
BST SQM	MEASURES AND SUB-METRICS	RESALE	UNES	
Category		Retail   Analogue	Retail Analogue	Benchmark*
	<ul> <li>UNE Loop Other without NP Non-Design</li> </ul>		Retail Residence and Business	
	UNE Other Non Design		Retail Residence and Business	
	UNE 2w Loop with NP – Design		Retail Residence and Business	
	UNE 2w Loop without NP – Design		Retail Residence and Business	
	UNE Loop Other with NP – Design		Retail Design	
	UNE Loop Other without NP - Design		Retail Design	
	UNE Other Design		Retail Design	
	Local Interconnection Trunks	×		
	Percent Missed Installation Appointments			
		×		
	Resale Business	×		
	Resale Design	×		
	Resale PBX	×		
	Resale Centrex	×		
	Resale IDSN	×	The state of the s	
	UNE Loop and Port Combos		Retail Residence and Business	
	UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	UNE Loop Other with NP Non-Design		Retail Residence and Business	
	UNE Loop Other without NP Non-Design		Retail Residence and Business	
	UNE Other Non Design		Retail Residence and Business	
	UNE 2w Loop with NP – Design		Retail Residence and Business	
	UNE 2w Loop without NP – Design		Retail Residence and Business	
	UNE Loop Other with NP – Design		Retail Design	
	UNE Loop Other without NP – Design		Retail Design	
	UNE Other Design		Retail Design	· · · · · · · · · · · · · · · · · · ·
	Local Interconnection Trunks	×		
	Order Completion Interval			
	Resale Residence	×		
	Resale Business	×		
	Resale Design	×		
	Resale PBX	×		
	Resale Centrex	×		

	Analogs and Benchmarks			
BST SQM	MEASURES AND SUB-METRICS	RESALE	UNES	
Category		Retail Analogue	Retail Analogue	Benchmark*
	Resale IDSN	×		
	UNE Loop and Port Combos		Retail Residence and Business	
	UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	UNE Loop Other with NP Non-Design		Retail Residence and Business	4
	UNE Loop Other without NP Non-Design		Retail Residence and Business	
	UNE Other Non Design		Retail Residence and Business	
	UNE 2w Loop with NP – Design		Retail Residence and Business	
	UNE 2w Loop without NP – Design		Retail Residence and Business	
	UNE Loop Other with NP – Design		Retail Design	
	UNE Loop Other without NP - Design		Retail Design	
	UNE Other Design		Retail Design	
	Local Interconnection Trunks	×		
	Average Completion Notice Interval – Resale POTS (Mech)			
	Resale Residence	×		
	Resale Business	×		
	Resale Design	×		
	Resale PBX	×		
	Resale Centrex	×		
	Resale IDSN	×		
	UNE Loop and Port Combos		Retail Residence and Business	
	UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	UNE Loop Other with NP Non-Design		Retail Residence and Business	
	UNE Loop Other without NP Non-Design		Retail Residence and Business	
	UNE Other Non Design		Retail Residence and Business	
	<ul> <li>UNE 2w Loop with NP – Design</li> </ul>		Retail Residence and Business	
	<ul> <li>UNE 2w Loop without NP – Design</li> </ul>		Retail Residence and Business	
	<ul> <li>UNE Loop Other with NP – Design</li> </ul>		Retail Design	
	UNE Loop Other without NP - Design		Retail Design	
	UNE Other Design		Retail Design	
	Local Interconnection Trunks	×		
	Percent Provisioning Troubles within 30 Days			

BST SQM Category				
BST SQM Category	Analogs and Benchmarks			
Category	MEASURES AND SUB-METRICS	RESALE	UNES	
		Retail	Retail Analogue	Benchmark*
		Analogue		
•	Resale Residence	×	i	
•	Resale Business	×		
	Resale Design	×		
•	Resale PBX	×	THE PROPERTY OF THE PROPERTY O	
•	Resale Centrex	×	Translation of the state of the	
	Resale IDSN	×		The state of the s
•	UNE Loop and Port Combos		Retail Residence and Business	
•	UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
•	UNE 2w Loop without NP - Non-Design		Retail Residence and Business	
•	UNE Loop Other with NP Non-Design		Retail Residence and Business	
•	UNE Loop Other without NP Non-Design		Retail Residence and Business	
•	UNE Other Non Design		Retail Residence and Business	
	UNE 2w Loop with NP – Design		Retail Residence and Business	
•	UNE 2w Loop without NP – Design		Retail Residence and Business	
•	UNE Loop Other with NP – Design		Retail Design	
•	UNE Loop Other without NP - Design		Retail Design	
The state of the s	UNE Other Design		Retail Design	
•	Local Interconnection Trunks	×		
	Total Service Order Cycle Time	Diag.	Diagnostic	Diagnostic
Melniegans and Cu	Customer Trouble Report Rate			
•	Resale Residence	×		
•	Resale Business	×		
•	Resale Design	×		
•	Resale PBX	×		
•	Resale Centrex	×		
	Resale IDSN	×		
•	UNE Loop and Port Combos		Retail Residence and Business	
•	UNE 2w Loop – Non-Design		Retail Residence and Business	
•	UNE Loop Other - Non-Design		Retail Residence and Business	
•	UNE Other Non Design		Retail Residence and Business	
	UNE 2w Loop – Design		Retail Residence and Business	
•	UNE Loop Other – Design		Retail Design	
•	UNE Other Design		Retail Design	

Percent Missed Repair Appointments		APPENDIX D Analogs and Benchmarks			
Retail Retail Analogue   Retail Analogue	BST SQM	₩.	RESALE		
	Category		Retail	Retail Analogue	Benchmark*
			×		
		Percent Missed Repair Appointments			
		Resale Residence	×		
			×		
			×		
			×		
× ××××× × × × × × × × × × × × × × × ×			×		
			×		
				Retail Residence and Business	
				Retail Residence and Business	
				Retail Residence and Business	
				Retail Residence and Business	
				Retail Residence and Business	
				Retail Design	
× ××××× × × × × × × × × × × × × × × ×				Retail Design	
			×		
××××× × × × × × × × × × × × × × × × ×		Maintenance Average Duration			
×××× × × ×			×		
××× × × ×			×		
× × ×			×		
×× ×			×		
×			×		
×			×		
××				Retail Residence and Business	
××				Retail Residence and Business	
××				Retail Residence and Business	
××				Retail Residence and Business	
××				Retail Residence and Business	
××				Retail Design	
				Retail Design	
		<ul> <li>Local Interconnection Trunks</li> </ul>	×		
		Percent Repeat Troubles within 30 Days			
		Resale Residence	×		

	APPENDIX D			
100	Analogs and Benchmarks			
	MEASURES AND SUB-METRICS	RESALE	UNES	
Category		Retail	Retail Analogue	Benchmark*
	Resale Business	×		
	Resale Design	×		
	Resale PBX	×		
	Resale Centrex	×		
	Resale IDSN	×		
	UNE Loop and Port Combos		Retail Residence and Business	
	UNE 2w Loop – Non-Design		Retail Residence and Business	
	UNE Loop Other - Non-Design		Retail Residence and Business	
	UNE Other Non Design		Retail Residence and Business	
	UNE 2w Loop – Design		Retail Residence and Business	
	UNE Loop Other – Design		Retail Design	
	UNE Other Design		Retail Design	
	Local Interconnection Trunks	×		
	Out of Service > 24hrs			
	Resale Residence	×		
	Resale Business	×		
	Resale Design	×		
	Resale PBX	×		
	Resale Centrex	×		
	Resale IDSN	×		
	UNE Loop and Port Combos		Retail Residence and Business	
	UNE 2w Loop – Non-Design		Retail Residence and Business	
	UNE Loop Other - Non-Design		Retail Residence and Business	
	UNE Other Non Design		Retail Residence and Business	
	UNE 2w Loop – Design		Retail Residence and Business	
	UNE Loop Other – Design		Retail Design	
	UNE Other Design		Retail Design	
	Local Interconnection Trunks	×		
	OSS Interface Availability			
	All systems except ECTA	×		
	• ECTA			99.5%
	OSS Response Interval and %  TAFI (Front End)	×		
		*		

	ADDENDIX			
	ArrEndia D Analogs and Benchmarks			
BST SQM	MEASURES AND SUB-METRICS	RESALE	UNES	
Category			Retail Analogue	Benchmark*
	<ul> <li>CRIS, DLETH, DLR, OSPCM, LMOS, LMOSUP, MARCH, Predictor, SOCS, LNP (Parity by Design)</li> </ul>	PBD		
	Average Answer Time - Repair Center	×		
	-+			
Billing	Invoice Accuracy	×		
	_	×		
11 11 11 11 11 11 11 11 11 11 11 11 11	Usage Data Delivery Accuracy	×		
	Usage Data Delivery Timeliness	×		
	Usage Data Delivery Completeness	×		
	Mean Time to Deliver Usage	×		
Operator Services (Tot)		PBD		
	% Answered in "X" Seconds	PBD		
Directory Free L. Assistance L. L.	Average Speed to Answer	PBD		
	% Answered in "X" Seconds	PBD		
E911		РВО		
	Accuracy	PBD		
	Mean interval	РВО		
Trunk Group	Trunk Group Service Report (Percent Trunk Blockage)	×		
(Blockage)	blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.			
	Trunk Group Service Report (Percent Trunk Blockage)	×		
LNP				
	Percent Missed Installation Appointments		Retail Residence and Business	
	FOC Mechanized			95% ≤4 hour
	% Reject Service Request Average Reject Interval Mechanized		Diagnostic	05% <1 hour
			Oipone	100 P
	% Flow Through		Diagnostic	/000
				00.70

	APPENDIX D			
	Analogs and Benchmarks			
BST SQM Category	MEASURES AND SUB-METRICS	RESALE UNES Retail	UNES Retail Analogue	Benchmark*
		Analogue		
Custom Sales and Sales	Coordinated Customer Conversions - UNE Loop			70.50
				95% ≤ 15min
	Coordinated Customer Conversions - LNP			95% < 15 mi
	% of Due Dates Missed			90% ≤ Comm
	Average Response Time		FL PSC is addressing this in	Date
+A contract with	Average Arrangement Time		FL PSC is addressing this in	i
each CLEC required.			generic docket	

Note 1: PBD = Parity by Design. UD = Under Development - Benchmarks will be replaced when Analogs are complete.

Note2: The retail analog for UNE Non-Design and UNE 2w Loops – Design is the average of Retail Residence Dispatch and Retail Business Dispatch transactions for the particular month. The retail analog for other UNE Design is Retail Design Dispatch.

Note3: Analogs and Benchmarks will be re-evaluated periodically, at least once a year, to validate applicability.

# **EXHBIT B**

# **VSEEMIII TIER-1 SUBMETRICS**

- □ FOC Timeliness (Mechanized only)
- Reject Interval (Mechanized only)
- □ Order Completion Interval (Dispatch only) Resale POTS
- □ Order Completion Interval (Dispatch only) Resale Design
- □ Order Completion Interval (No Dispatch only) UNE Loop and Port Combos
- □ Order Completion Interval ('w' code orders, Dispatch only) UNE Loops
- □ Order Completion Interval (Dispatch only) IC Trunks
- Percent Missed Installation Appointments Resale POTS
- Percent Missed Installation Appointments Resale Design
- Percent Missed Installation Appointments UNE Loop and Port Combos
- Percent Missed Installation Appointments UNE Loops
- Percent Provisioning Troubles within 4 Days Resale POTS
- Percent Provisioning Troubles within 4 Days Resale Design
- Percent Provisioning Troubles within 4 Days UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days UNE Loops
- Customer Trouble Report Rate Resale POTS
- Customer Trouble Report Rate Resale Design
- Customer Trouble Report Rate UNE Loop and Port Combos
- Customer Trouble Report Rate UNE Loops
- Percent Missed Repair Appointments Resale POTS
- Percent Missed Repair Appointments Resale Design
- Percent Missed Repair Appointments UNE Loop and Port Combos
- Percent Missed Repair Appointments UNE Loops
- Maintenance Average Duration Resale POTS
- Maintenance Average Duration Resale Design
- Maintenance Average Duration UNE Loop and Port Combos
- Maintenance Average Duration UNE Loops
- Maintenance Average Duration IC Trunks
- Percent Repeat Troubles within 30 Days Resale POTS
- Percent Repeat Troubles within 30 Days Resale Design
- Percent Repeat Troubles within 30 Days UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days UNE Loops
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- □ LNP Percent Missed Installation Appointment
- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
- Percent Missed Collocation Due Dates

#### **VSEEMIII TIER-2 SUBMETRICS**

- Percent Response Received within "X" seconds Pre-Order OSS
- OSS Interface Availability
- Order Process Percent Flow-Through (Mechanized only)
- Order Completion Interval (Dispatch only) Resale POTS
- Order Completion Interval (Dispatch only) Resale Design
- Order Completion Interval (No Dispatch only) UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) UNE Loops
- □ Order Completion Interval (Dispatch only) IC Trunks
- Percent Missed Installation Appointments Resale POTS
- Percent Missed Installation Appointments Resale Design
- Percent Missed Installation Appointments UNE Loop and Port Combos
- Percent Missed Installation Appointments UNE Loops
- Percent Provisioning Troubles within 4 Days Resale POTS
- Percent Provisioning Troubles within 4 Days Resale Design
- Percent Provisioning Troubles within 4 Days UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days UNE Loops
- Customer Trouble Report Rate Resale POTS
- Customer Trouble Report Rate Resale Design
- Customer Trouble Report Rate UNE Loop and Port Combos
- Customer Trouble Report Rate UNE Loops
- Percent Missed Repair Appointments Resale POTS
- Percent Missed Repair Appointments Resale Design
- Percent Missed Repair Appointments UNE Loop and Port Combos
- Percent Missed Repair Appointments UNE Loops
- Maintenance Average Duration Resale POTS
- Maintenance Average Duration Resale Design
- Maintenance Average Duration UNE Loop and Port Combos
- Maintenance Average Duration UNE Loops
- Maintenance Average Duration IC Trunks
- Percent Repeat Troubles within 30 Days Resale POTS
- Percent Repeat Troubles within 30 Days Resale Design
- Percent Repeat Troubles within 30 Days UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days UNE Loops
- Billing Timeliness
- Billing Accuracy
- Usage Data Delivery Timeliness
- Usage Data Delivery Accuracy
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- □ LNP Percent Missed Installation Appointment
- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
- Percent Missed Collocation Due Dates

# **VSEEMIII TIER-3 SUBMETRICS**

- Percent Missed Installation Appointments Resale POTS
- Percent Missed Installation Appointments Resale Design
- Percent Missed Installation Appointments UNE Loop and Port Combos
- □ Percent Missed Installation Appointments UNE Loops
- Percent Missed Repair Appointments Resale POTS
- Percent Missed Repair Appointments Resale Design
- Percent Missed Repair Appointments UNE Loop and Port Combos
- Percent Missed Repair Appointments UNE Loops
- Billing Timeliness
- Billing Accuracy
- Percent Trunk Blockage
- Percent Missed Collocation Due Dates

	A STANTIBER AND RITE METRICS	DETAIL ANALOGIE	RENCH
VSEEM III	MEASURES AND SOB-METRICS	(x) and UNEs	MARK
"Presonderind"	Percent Response Received within "X" seconds	Retail Analogue + 4 sec	
	OSS Interface Availability	×	
*Orderings	1		%06
	Firm Order Confirmation Timeliness (Mecha		95% < hrs
	Reject Interval (Mechanized only)		95% < hrs
	Providential Order Completion Interval (Dispatch only) - Resale POTS	×	
\$ 3 Times would be and the second of the sec	Order Completion Interval (Dispatch only) - Resale Design	×	
	Order Completion Interval (No Dispatch only) - UNE Loop & Port Combos	Retail Residence and Business	
	Order Completion Interval (Dispatch only) - UNE Loops	Design: Retail Design Dispatch 'w' Orders Non-Design: Retail Res, Bus Dispatch 'w' Orders	
	Order Completion Interval (Dispatch only) - IC Trunks	×	
	Percent Missed Installation Appointments – Resale POTS	×	
	Percent Missed Installation Appointments – Resale Design	×	
	Percent Missed Installation Appointments – UNE Loop and Port Combos	Retail Residence and Business	
	Percent Missed Installation Appointments – UNE Loops	Design: Retail Design   Non-Design: Retail Res, Bus 1	
	Percent Provisioning Troubles within 4 Days - Resale POTS	×	
	Percent Provisioning Troubles within 4 Days - Resale Design	×	
		Retail Residence and Business	
	Percent Provisioning Troubles within 4 Days - UNE Loops	Design: Retail Design ' Non-Design: Retail Res, Bus 1	
* Mainfagance 🛶	Customer Trouble Report Rate – Resale POTS	×	
	1	×	
	Customer Trouble Report Rate - UNE Loop and Port Combos	Retail Residence and Business	
	Customer Trouble Report Rate - UNE Loops	Design: Retail Design ' Non-Design: Retail Res, Bus <sup>1</sup>	
	Percent Missed Repair Appointments – Resale POTS	×	
	Percent Missed Repair Appointments - Resale Design	×	
	Percent Missed Repair Appointments - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Missed Repair Appointments - UNE Loops	Design: Retail Design Non-Design: Retail Res, Bus ¹	

<sup>1</sup> The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. The retail NOTES:

analog for UNE Design is calculated similarly using retail residence, business and design results. <sup>2</sup> UD = Under Development

	Maintenance Average Duration – Resale POTS	×	ĺ
	Maintenance Average Duration - Resale Design	×	
	Maintenance Average Duration - UNE Loop and Port Combos	Retail Residence and Business	
	Maintenance Average Duration - LINF Loops	Design: Retail Design	
		Non-Design: Retail Res, Bus	
	Maintenance Average Duration - IC Trunks	×	
	Percent Repeat Troubles within 30 Days - Resale POTS	×	
	Percent Repeat Troubles within 30 Days - Resale Design	×	
	Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos	Retail Residence and Business	
	Percent Repeat Troubles within 30 Days - UNE Loops	Design: Retail Design	
		Non-Design: Retail Res, Dus	
	Invoice Accuracy	×	
Market Services and the services of the servic		×	
	Usage Data Delivery Accuracy	×	
	Usage Data Delivery Timeliness	×	
	Trink Group Service Report (Percent Trunk Blockage)	×	
	Average Disconnect Timeliness Interval		00
March March	Percent Missed Installation Appointments		חח ב
	Coordinated Customer Conversions – UNE Loop	(C)	95% <
		30	/ /05
	Coordinated Customer Conversions – LNP	15	95% ≤ 15 min
	% of Due Dates Missed	>	<u>&lt; 10%</u>

<sup>1</sup> The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. NOTES:

analog for UNE Design is calculated similarly using retail residence, business and design results. <sup>2</sup> UD = Under Development

# EXHIBIT C

#### Statistical Methods for BellSouth Performance Measure Analysis

#### I. Necessary Properties for a Test Methodology

The statistical process for testing if competing local exchange carriers (CLECs) customers are being treat equally with BellSouth (BST) customers involves more than just a mathematical formula. Three key elements need to be considered before an appropriate decision process can be developed. These are

- the type of data,
- the type of comparison, and
- the type of performance measure.

Once these elements are determined a test methodology should be developed that complies with the following properties.

- <u>Like-to-Like Comparisons</u>. When possible, data should be compared at appropriate levels, e.g. wire center, time of month, dispatched, residential, new orders. The testing process should:
  - Identify variables that may affect the performance measure.
  - Record these important confounding covariates.
  - Adjust for the observed covariates in order to remove potential biases and to make the CLEC and the ILEC units as comparable as possible.
- Aggregate Level Test Statistic. Each performance measure of interest should be summarized by one
  overall test statistic giving the decision maker a rule that determines whether a statistically significant
  difference exists. The test statistic should have the following properties.
  - The method should provide a single overall index, on a standard scale.
  - If entries in comparison cells are exactly proportional over a covariate, the aggregated index should be very nearly the same as if comparisons on the covariate had not been done.
  - The contribution of each comparison cell should depend on the number of observations in the cell.
  - Cancellation between comparison cells should be limited.
  - The index should be a continuous function of the observations.
- <u>Production Mode Process</u>. The decision system must be developed so that it does not require intermediate manual intervention, i.e. the process must be a "black box."
  - Calculations are well defined for possible eventualities.
  - The decision process is an algorithm that needs no manual intervention.
  - Results should be arrived at in a timely manner.
  - The system must recognize that resources are needed for other performance measure-related processes that also must be run in a timely manner.
  - The system should be auditable, and adjustable over time.
- Balancing. The testing methodology should balance Type I and Type II Error probabilities.
  - P(Type I Error) = P(Type II Error) for well defined null and alternative hypotheses.
  - The formula for a test's balancing critical value should be simple enough to calculate using standard mathematical functions, i.e. one should avoid methods that require computationally intensive techniques.

- Little to no information beyond the null hypothesis, the alternative hypothesis, and the number of observations should be required for calculating the balancing critical value.

In the following sections we describe appropriate testing processes that adhere as much as possible to the testing principles.

#### Measurement Types

The performance measures that will undergo testing are of three types:

- 1) means
- 2) proportions, and
- 3) rates

While all three have similar characteristics (a proportion is the average of a measure that takes on only the values of 0 or 1), a proportion or rate is derived from count data while a mean is generally an average of interval measurements.

#### II. Testing Methodology - The Truncated Z

Many covariates are chosen in order to provide deep comparison levels. In each comparison cell, a Z statistic is calculated. The form of the Z statistic may vary depending on the performance measure, but it should be distributed approximately as a standard normal, with mean zero and variance equal to one. Assuming that the test statistic is derived so that it is negative when the performance for the CLEC is worse than for the ILEC, a positive truncation is done – i.e. if the result is negative it is left alone, if the result is positive it is changed to zero. A weighted average of the truncated statistics is calculated where a cell weight depends on the volume of BST and CLEC orders in the cell. The weighted average is re-centered by the theoretical mean of a truncated distribution, and this is divided by the standard error of the weighted average. The standard error is computed assuming a fixed effects model.

## Proportion Measures

For performance measures that are calculated as a proportion, in each adjustment cell, the truncated Z and the moments for the truncated Z can be calculated in a direct manner. In adjustment cells where proportions are not close to zero or one, and where the sample sizes are reasonably large, a normal approximation can be used. In this case, the moments for the truncated Z come directly from properties of the standard normal distribution. If the normal approximation is not appropriate, then the Z statistic is calculated from the hypergeometric distribution. In this case, the moments of the truncated Z are calculated exactly using the hypergeometric probabilities.

#### Rate Measures

The truncated Z methodology for rate measures has the same general structure for calculating the Z in each cell as proportion measures. For a rate measure, there are a fixed number of circuits or units for the CLEC,  $n_{2j}$  and a fixed number of units for BST,  $n_{1j}$ . Suppose that the performance measure is a "trouble rate." The modeling assumption is that the occurrence of a trouble is independent between units and the number of troubles in n circuits follows a Poisson distribution with mean  $\lambda$  n where  $\lambda$  is the probability of a trouble in 1 circuit and n is the number of circuits.

In an adjustment cell, if the number of CLEC troubles is greater than 15 and the number of BST troubles is greater than 15, then the Z test is calculated using the normal approximation to the Poisson. In this case, the moments of the truncated Z come directly from properties of the standard normal distribution. Otherwise, if there are very few troubles, the number of CLEC troubles can be modeled using a binomial distribution with n equal to the total number of troubles (CLEC plus BST troubles.) In this case, the moments for the truncated Z are calculated explicitly using the binomial distribution.

# Mean Measures

For mean measures, an adjusted t statistic is calculated for each like-to-like cell which has at least 7 BST and 7 CLEC transactions. A permutation test is used when one or both of the BST and CLEC sample sizes is less than 6. Both the adjusted t statistic and the permutation calculation are described in the technical appendix.

# APPENDIX TECHNICAL DESCRIPTION

We start by assuming that any necessary trimming of the data is complete, and that the data are disaggregated so that comparisons are made within appropriate classes or adjustment cells that define "like" observations.

## NOTATION AND EXACT TESTING DISTRIBUTIONS

Below, we have detailed the basic notation for the construction of the truncated z statistic. In what follows the word "cell" should be taken to mean a like-to-like comparison cell that has both one (or more) ILEC observation and one (or more) CLEC observation.

L = the total number of occupied cells

i = 1,...,L; an index for the cells

 $n_{1j}$  = the number of ILEC transactions in cell j

 $n_{2i}$  = the number of CLEC transactions in cell j

 $n_i$  = the total number transactions in cell j;  $n_{1i} + n_{2i}$ 

 $X_{1jk}$  = individual ILEC transactions in cell j; k = 1,...,  $n_{1i}$ 

 $X_{2ik}$  = individual CLEC transactions in cell j; k = 1,...,  $n_{2j}$ 

Y<sub>ik</sub> = individual transaction (both ILEC and CLEC) in cell j

$$= \begin{cases} X_{1jk} & k = 1, ..., n_{1j} \\ X_{2jk} & k = n_{1j} + 1, ..., n_{j} \end{cases}$$

 $\Phi^{-1}(\cdot)$  = the inverse of the cumulative standard normal distribution function

For Mean Performance Measures the following additional notation is needed.

 $\overline{X}_{ij}$  = the ILEC sample mean of cell j

 $\overline{X}$  = the CLEC sample mean of cell j

 $S_{1:}^{2}$  = the ILEC sample variance in cell j

 $s_{2i}^2$  = the CLEC sample variance in cell j

 $y_{jk}$  = a random sample of size  $n_{2j}$  from the set of  $Y_{j1}, \dots, Y_{jn_1}$ ;  $k = 1, \dots, n_{2j}$ 

 $M_i$  = the total number of distinct pairs of samples of size  $n_{1i}$  and  $n_{2i}$ ;

$$= \begin{pmatrix} n_j \\ n_{1j} \end{pmatrix}$$

The exact parity test is the permutation test based on the "modified Z" statistic. For large samples, we can avoid permutation calculations since this statistic will be normal (or Student's t) to a good approximation. For small samples, where we cannot avoid permutation calculations, we have found that the difference between "modified Z" and the textbook "pooled Z" is negligible. We therefore propose to use the permutation test based on pooled Z for small samples. This decision speeds up the permutation computations considerably, because for each permutation we need only compute the sum of the CLEC sample values, and not the pooled statistic itself.

A permutation probability mass function distribution for cell j, based on the "pooled Z" can be written as

$$PM(t) = P(\sum_{k} y_{jk} = t) = \frac{\text{the number of samples that sum to } t}{M_i}$$

and the corresponding cumulative permutation distribution is

$$CPM(t) = P(\sum_{k} y_{jk} \le t) = \frac{\text{the number of samples with sum } \le t}{M_{j}}.$$

For Proportion Performance Measures the following notation is defined

a<sub>1i</sub> the number of ILEC cases possessing an attribute of interest in cell j

a<sub>2j</sub> the number of CLEC cases possessing an attribute of interest in cell j

 $a_i$  = the number of cases possessing an attribute of interest in cell j;  $a_{1j} + a_{2j}$ 

The exact distribution for a parity test is the hypergeometric distribution. The hypergeometric probability mass function distribution for cell j is

$$HG(h) = P(H = h) = \begin{cases} \frac{\binom{n_{1j}}{h}\binom{n_{2j}}{a_j - h}}{\binom{n_j}{a_j}}, \max(0, a_j - n_{2j}) \le h \le \min(a_j, n_{1j}), \\ \binom{n_j}{a_j} & \text{otherwise} \end{cases}$$

and the cumulative hypergeometric distribution is

$$CHG(x) = P(H \le x) = \begin{cases} 0 & x < max(0, a_{j} - n_{1j}) \\ \sum_{h=max(0, a_{j} - n_{1j})}^{x} HG(h), & max(0, a_{j} - n_{1j}) \le x \le min(a_{j}, n_{2j}). \\ 1 & x > min(a_{j}, n_{2j}) \end{cases}$$

For Rate Measures, the notation needed is defined as

 $b_{1i}$  = the number of ILEC base elements in cell j

 $b_{2j}$  = the number of CLEC base elements in cell j

 $b_j$  = the total number of base elements in cell j;  $b_{1j} + b_{2j}$ 

 $\hat{r}$  = the ILEC sample rate of cell j;  $n_{1j}/b_{1j}$ 

 $\hat{\mathbf{r}}_{...}$  = the CLEC sample rate of cell j;  $\mathbf{n}_{2j}/\mathbf{b}_{2j}$ 

 $q_i$  = the relative proportion of CLEC elements for cell j;  $b_{2j}/b_j$ 

The exact distribution for a parity test is the binomial distribution. The binomial probability mass function distribution for cell j is

$$BN(k) = P(B = k) = \begin{cases} \binom{n_j}{k} q_j^k (1 - q_j)^{n_j - k}, & 0 \le k \le n_j \\ 0 & \text{otherwise} \end{cases}$$

and the cumulative binomial distribution is

$$CBN(x) = P(B \le x) = \begin{cases} 0 & x < 0 \\ \sum_{k=0}^{x} BN(k), & 0 \le x \le n_{j}. \\ 1 & x > n_{j} \end{cases}$$

# CALCULATING THE TRUNCATED Z

The general methodology for calculating an aggregate level test statistic is outlined below.

1. Calculate cell weights, W<sub>j</sub>. A weight based on the number of transactions is used so that a cell which has a larger number of transactions has a larger weight. The actual weight formulae will depend on the type of measure.

Mean Measure

$$W_j = \sqrt{\frac{n_{1j}n_{2j}}{n_j}}$$

Proportion Measure

$$W_{j} = \sqrt{\frac{n_{2j}n_{1j}}{n_{j}} \cdot \frac{a_{j}}{n_{j}} \cdot \left(1 - \frac{a_{j}}{n_{j}}\right)}$$

Rate Measure

$$W_j = \sqrt{\frac{b_{1j}b_{2j}}{b_j} \cdot \frac{n_j}{b_j}}$$

- 2. In each cell, calculate a Z value, Z<sub>j</sub>. A Z statistic with mean 0 and variance 1 is needed for each cell.
  - If  $W_i = 0$ , set  $Z_i = 0$ .
  - Otherwise, the actual Z statistic calculation depends on the type of performance measure.

Mean Measure

$$Z_i = \Phi^{-1}(\alpha)$$

where  $\alpha$  is determine by the following algorithm.

If  $min(n_{1i}, n_{2i}) > 6$ , then determine  $\alpha$  as

$$\alpha = P(t_{n_{ij}-1} \le T_j),$$

that is,  $\alpha$  is the probability that a t random variable with  $n_{1j}$  - 1 degrees of freedom, is less than

$$T_{j} = t_{j} + \frac{g}{6} \left( \frac{n_{1j} + 2n_{2j}}{\sqrt{n_{1j} n_{2j}(n_{1j} + n_{2j})}} \right) \left( t^{2} + \frac{n_{2j} - n_{1j}}{2n_{1j} + n_{2j}} \right),$$

where

$$t_{j} = \frac{\bar{X}_{1j} - \bar{X}_{2j}}{s_{1j} \sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}$$

and the coefficient g is an estimate of the skewness of the parent population, which we assume is the same in all cells. It can be estimated from the ILEC values in the largest cells. This needs to be done only once for each measure. We have found that attempting to estimate this skewness parameter for each cell separately leads to excessive variability in the "adjusted" t. We therefore use a single compromise value in all cells.

Note, that  $t_j$  is the "modified Z" statistic. The statistic  $T_j$  is a "modified Z" corrected for the skewness of the

If  $min(n_{1i}, n_{2i}) \le 6$ , and

- a)  $M_j \le 1,000$  (the total number of distinct pairs of samples of size  $n_{1j}$  and  $n_{2j}$  is 1,000 or less).
  - Calculate the sample sum for all possible samples of size n<sub>2i</sub>.
  - Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
  - Let R<sub>0</sub> be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{M_i}$$

b)  $M_j > 1,000$ 

- Draw a random sample of 1,000 sample sums from the permutation distribution.
- Add the observed sample sum to the list. There is a total of 1001 sample sums. Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R<sub>0</sub> be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{1001}$$
.

Proportion Measure

$$Z_{j} = \frac{n_{j} a_{1j} - n_{1j} a_{j}}{\sqrt{\frac{n_{1j} n_{2j} a_{j} (n_{j} - a_{j})}{n_{j} - 1}}}.$$

Rate Measure

$$Z_{j} = \frac{n_{1j} - n_{j} q_{j}}{\sqrt{n_{j} q_{j} (1 - q_{j})}}.$$

3. Obtain a truncated Z value for each cell,  $Z_j^*$ . To limit the amount of cancellation that takes place between cell results during aggregation, cells whose results suggest possible favoritism are left alone. Otherwise the cell statistic is set to zero. This means that positive equivalent Z values are set to 0, and negative values are left alone. Mathematically, this is written as

$$Z_{i}^{\bullet} = \min(0, Z_{j}).$$

- 4. Calculate the theoretical mean and variance of the truncated statistic under the null hypothesis of parity,  $E(Z_j^*|H_0)$  and  $Var(Z_j^*|H_0)$ . In order to compensate for the truncation in step 3, an aggregated, weighted sum of the  $Z_j^*$  will need to be centered and scaled properly so that the final aggregate statistic follows a standard normal distribution.
  - If  $W_j = 0$ , then no evidence of favoritism is contained in the cell. The formulae for calculating  $E(Z_i^* | H_0)$  and  $Var(Z_i^* | H_0)$  cannot be used. Set both equal to 0.
  - If  $\min(n_{1j}, n_{2j}) > 6$  for a mean measure,  $\min\left\{a_{1j}\left(1 \frac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1 \frac{a_{2j}}{n_{2j}}\right)\right\} > 9$  for a proportion measure, or  $\min\left(n_{1j}, n_{2j}\right) > 15$  and  $n_j q_j (1 q_j) > 9$  for a rate measure then

$$E(Z_j^* | H_0) = -\frac{1}{\sqrt{2\pi}}$$
, and

$$Var(Z_j^* | H_0) = \frac{1}{2} - \frac{1}{2\pi}.$$

• Otherwise, determine the total number of values for  $Z_j^*$ . Let  $z_{ji}$  and  $\theta_{ji}$ , denote the values of  $Z_j^*$  and the probabilities of observing each value, respectively.

$$E(Z_{j}^{\bullet} \mid H_{0}) = \sum_{i} \theta_{ji} z_{ji}$$
 ,and

$$Var(Z_{j}^{*} | H_{0}) = \sum_{i} \theta_{ji} Z_{ji}^{2} - \left[ E(Z_{j}^{*} | H_{0}) \right]^{2}.$$

The actual values of the z's and  $\theta$ 's depends on the type of measure, and the sums in the equations are over all possible values of the index i.

Mean Measure

$$\begin{aligned} N_{j} &= \min(M_{j}, 1,000), & i = 1, ..., N_{j} \\ z_{ji} &= \min\left\{0, 1 - \Phi^{-1}\left(\frac{R_{i} - 0.5}{N_{j}}\right)\right\} & \text{where } R_{i} \text{ is the rank of sample sum i} \\ \theta_{j} &= \frac{1}{N_{j}} \end{aligned}$$

Proportion Measure

$$z_{ji} = \min \left\{ 0, \frac{n_{j} i - n_{1j} a_{j}}{\sqrt{\frac{n_{1j} n_{2j} a_{j} (n_{j} - a_{j})}{n_{j} - 1}}} \right\}, \quad i = \min(a_{j}, n_{2j}), \dots, \max(0, a_{j} - n_{1j})$$

$$\theta_{ii} = HG(i)$$

Rate Measure

$$z_{ji} = \min \left\{ 0, \frac{i - n_{j} q_{j}}{\sqrt{n_{j} q_{j} (1 - q_{j})}} \right\}, \quad i = 0, ..., n_{j}$$

$$\theta_{ii} = BN(i)$$

5. Calculate the aggregate test statistic,  $Z^{T}$ .

$$Z^{T} = \frac{\sum_{j} W_{j} Z_{j}^{*} - \sum_{j} W_{j} E(Z_{j}^{*} | H_{0})}{\sqrt{\sum_{j} W_{j}^{2} Var(Z_{j}^{*} | H_{0})}}$$

#### The Balancing Critical Value

There are four key elements of the statistical testing process:

- 1. the null hypothesis, H<sub>0</sub>, that parity exists between ILEC and CLEC services
- 2. the alternative hypothesis, H, that the ILEC is giving better service to its own customers
- 3. the Truncated Z test statistic,  $Z^{T}$ , and
- 4. a critical value, c

The decision rule is

If  $Z^T < c$  then
If  $Z^T \ge c$  then accept Ha.

accept Ho.

There are two types of error possible when using such a decision rule:

<sup>&</sup>lt;sup>1</sup> This decision rule assumes that a negative test statistic indicates poor service for the CLEC customer. If the opposite is true, then reverse the decision rule.

Type I Error: Deciding favoritism exists when there is, in fact, no favoritism.

Type II Error: Deciding parity exists when there is, in fact, favoritism.

The probabilities of each type of each are:

Type I Error:  $\alpha = P(Z^T < c \mid H_0)$ .

Type II Error:  $\beta = P(Z^T \ge c \mid H_a)$ .

We want a balancing critical value,  $c_B$ , so that  $\alpha = \beta$ .

It can be shown that.

$$c_{B} = \frac{\sum_{j} W_{j} M(m_{j}, se_{j}) - \sum_{j} W_{j} \frac{-1}{\sqrt{2\pi}}}{\sqrt{\sum_{j} W_{j}^{2} V(m_{j}, se_{j})} + \sqrt{\sum_{j} W_{j}^{2} \left(\frac{1}{2} - \frac{1}{2\pi}\right)}}.$$

where

$$M(\mu, \sigma) = \mu \Phi(\frac{-\mu}{\sigma}) - \sigma \phi(\frac{-\mu}{\sigma})$$

$$V(\mu,\sigma) = (\mu^2 + \sigma^2)\Phi(\frac{-\mu}{\sigma}) - \mu \sigma \phi(\frac{-\mu}{\sigma}) - M(\mu,\sigma)^2$$

 $\Phi(\cdot)$  is the cumulative standard normal distribution function, and  $\phi(\cdot)$  is the standard normal density function.

This formula assumes that  $Z_j$  is approximately normally distributed within cell j. When the cell sample sizes,  $n_{1j}$  and  $n_{2j}$ , are small this may not be true. It is possible to determine the cell mean and variance under the null hypothesis when the cell sample sizes are small. It is much more difficult to determine these values under the alternative hypothesis. Since the cell weight,  $W_j$  will also be small (see calculate weights section above) for a cell with small volume, the cell mean and variance will not contribute much to the weighted sum. Therefore, the above formula provides a reasonable approximation to the balancing critical value.

The values of m<sub>i</sub> and se<sub>i</sub> will depend on the type of performance measure.

#### Mean Measure

For mean measures, one is concerned with two parameters in each cell, namely, the mean and variance. A possible lack of parity may be due to a difference in cell means, and/or a difference in cell variances. One possible set of hypotheses that capture this notion, and take into account the assumption that transaction are identically distributed within cells is:

$$H_0:\, \mu_{1j}=\mu_{2j},\, \sigma_{1j}^{\phantom{1}2}=\sigma_{2j}^{\phantom{2}2}$$

$$H_a:\ \mu_{2j}=\mu_{1j}+\delta_{j}\cdot\sigma_{1j},\ \sigma_{2j}^{\ 2}=\lambda_{j}\cdot\sigma_{1j}^{\ 2} \qquad \qquad \delta_{j}>0,\ \lambda_{j}\geq 1\ \ and\ \ j=1,\dots,L.$$

Under this form of alternative hypothesis, the cell test statistic  $Z_i$  has mean and standard error given by

$$m_{j} = \frac{-\delta_{j}}{\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}$$
, and

$$se_{j} = \sqrt{\frac{\lambda_{j}n_{1j} + n_{2j}}{n_{1j} + n_{2j}}}$$

#### Proportion Measure

For a proportion measure there is only one parameter of interest in each cell, the proportion of transaction possessing an attribute of interest. A possible lack of parity may be due to a difference in cell proportions. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells while allowing for an analytically tractable solution is:

$$H_0: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = 1$$

$$H_{a}: \ \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = \psi_{j} \qquad \qquad \psi_{j} > 1 \ \text{and} \ j = 1,...,L.$$

These hypotheses are based on the "odds ratio." If the transaction attribute of interest is a missed trouble repair, then an interpretation of the alternative hypothesis is that a CLEC trouble repair appointment is  $\psi_j$  times more likely to be missed than an ILEC trouble.

Under this form of alternative hypothesis, the within cell asymptotic mean and variance of a13 are given by<sup>2</sup>

$$E(a_{1j}) = n_j \pi_j^{(1)}$$

$$var(a_{1j}) = \frac{n_j}{\frac{1}{\pi^{(1)}} + \frac{1}{\pi^{(2)}} + \frac{1}{\pi^{(3)}} + \frac{1}{\pi^{(4)}}}$$

where

<sup>&</sup>lt;sup>2</sup> Stevens, W. L. (1951) Mean and Variance of an entry in a Contingency Table. *Biometrica*, 38, 468-470.

$$\begin{split} \pi_{j}^{(1)} &= f_{j}^{(1)} \left( n_{j}^{2} + f_{j}^{(2)} + f_{j}^{(3)} - f_{j}^{(4)} \right) \\ \pi_{j}^{(2)} &= f_{j}^{(1)} \left( -n_{j}^{2} - f_{j}^{(2)} + f_{j}^{(3)} + f_{j}^{(4)} \right) \\ \pi_{j}^{(3)} &= f_{j}^{(1)} \left( -n_{j}^{2} + f_{j}^{(2)} - f_{j}^{(3)} + f_{j}^{(4)} \right) \\ \pi_{j}^{(4)} &= f_{j}^{(1)} \left( n_{j}^{2} \left( \frac{2}{\psi_{j}} - 1 \right) - f_{j}^{(2)} - f_{j}^{(3)} - f_{j}^{(4)} \right) \\ f_{j}^{(1)} &= \frac{1}{2n_{j}^{2} \left( \frac{1}{\psi_{j}} - 1 \right)} \\ f_{j}^{(2)} &= n_{j} n_{1j} \left( \frac{1}{\psi_{j}} - 1 \right) \\ f_{j}^{(3)} &= n_{j} a_{j} \left( \frac{1}{\psi_{j}} - 1 \right) \\ f_{j}^{(4)} &= \sqrt{n_{j}^{2} \left[ 4n_{1j} \left( n_{j} - a_{j} \right) \left( \frac{1}{\psi_{j}} - 1 \right) + \left( n_{j} + \left( a_{j} - n_{1j} \right) \left( \frac{1}{\psi_{j}} - 1 \right) \right)^{2}} \right] \end{split}$$

Recall that the cell test statistic is given by

$$Z_{j} = \frac{n_{j} a_{1j} - n_{1j} a_{j}}{\sqrt{\frac{n_{1j} n_{2j} a_{j} (n_{j} - a_{j})}{n_{j} - 1}}}.$$

Using the equations above, we see that Z<sub>i</sub> has mean and standard error given by

$$m_{j} = \frac{n_{j}^{2} \pi_{j}^{(1)} - n_{1j} a_{j}}{\sqrt{\frac{n_{1j} n_{2j} a_{j} (n_{j} - a_{j})}{n_{j} - 1}}}, \text{ and}$$

$$se_{j} = \sqrt{\frac{n_{j}^{3}(n_{j} - 1)}{n_{1j} n_{2j} a_{j} (n_{j} - a_{j}) \left(\frac{1}{\pi_{j}^{(1)}} + \frac{1}{\pi_{j}^{(2)}} + \frac{1}{\pi_{j}^{(3)}} + \frac{1}{\pi_{j}^{(4)}}\right)}}.$$

#### Rate Measure

A rate measure also has only one parameter of interest in each cell, the rate at which a phenomenon is observed relative to a base unit, e.g. the number of troubles per available line. A possible lack of parity may be due to a difference in cell rates. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells is:

$$H_0$$
:  $r_{1j} = r_{2j}$   
 $H_a$ :  $r_{2i} = \epsilon_i r_{1i}$   $\epsilon_i > 1$  and  $j = 1,...,L$ .

Given the total number of ILEC and CLEC transactions in a cell,  $n_j$ , and the number of base elements,  $b_{1j}$  and  $b_{2j}$ , the number of ILEC transaction,  $n_{1j}$ , has a binomial distribution from  $n_i$  trials and a probability of

$$q_{j}^{\bullet} = \frac{r_{lj}b_{lj}}{r_{lj}b_{lj} + r_{2j}b_{2j}}.$$

Therefore, the mean and variance of n<sub>1j</sub>, are given by

$$E(n_{1j}) = n_j q_j^*$$
  
 $var(n_{1j}) = n_j q_j^* (1 - q_j^*)$ 

Under the null hypothesis

$$q_j^* = q_j = \frac{b_{ij}}{b_i},$$

but under the alternative hypothesis

$$q_{j}^{\bullet} = q_{j}^{a} = \frac{b_{1j}}{b_{1j} + \varepsilon_{j} b_{2j}}.$$

Recall that the cell test statistic is given by

$$Z_{j} = \frac{n_{1j} - n_{j} q_{j}}{\sqrt{n_{i} q_{i} (1 - q_{j})}}.$$

Using the relationships above, we see that Z<sub>j</sub> has mean and standard error given by

$$m_{j} = \frac{n_{j} \left(q_{j}^{a} - q_{j}\right)}{\sqrt{n_{i} q_{i} (1 - q_{j})}} = (1 - \epsilon_{j}) \sqrt{\frac{n_{j} b_{1j} b_{2j}}{b_{1j} + \epsilon_{j} b_{2j}}}, \text{ and }$$

$$se_{j} = \sqrt{\frac{q_{j}^{a}(1-q_{j}^{a})}{q_{j}(1-q_{j})}} = \sqrt{\varepsilon_{j}} \frac{b_{j}}{b_{1j} + \varepsilon_{j}b_{2j}}.$$

## Determining the Parameters of the Alternative Hypothesis

In this appendix we have indexed the alternative hypothesis of mean measures by two sets of parameters,  $\lambda_j$  and  $\delta_j$ . Proportion and rate measures have been indexed by one set of parameters each,  $\psi_j$  and  $\epsilon_j$  respectively. While statistical science can be used to evaluate the impact of different choices of these parameters, there is not much that an appeal to statistical principles can offer in directing specific choices. Specific choices are best left to telephony experts. Still, it is possible to comment on some aspects of these choices:

Parameter Choices for  $\lambda_i$ . The set of parameters  $\lambda_j$  index alternatives to the null hypothesis that arise because there might be greater unpredictability or variability in the delivery of service to a CLEC customer over that which would be achieved for an otherwise comparable ILEC customer. While concerns about differences in the variability of service are important, it turns out that the truncated Z testing which is being recommended here is relatively insensitive to all but very large values of the  $\lambda_j$ . Put another way, reasonable differences in the values chosen here could make very little difference in the balancing points chosen.

- Parameter Choices for δ<sub>i</sub>. The set of parameters δ<sub>j</sub> are much more important in the choice of the balancing point than was true for the λ<sub>j</sub>. The reason for this is that they directly index differences in average service. The truncated Z test is very sensitive to any such differences; hence, even small disagreements among experts in the choice of the δ<sub>j</sub> could be very important. Sample size matters here too. For example, setting all the δ<sub>j</sub> to a single value δ<sub>j</sub> = δ might be fine for tests across individual CLECs where currently in Louisiana the CLEC customer bases are not too different. Using the same value of δ for the overall state testing does not seem sensible, however, since the state sample would be so much larger.
- Parameter Choices for ψ<sub>i</sub> or ε<sub>j</sub>. The set of parameters ψ<sub>j</sub> or ε<sub>j</sub> are also important in the choice of the balancing point for tests of their respective measures. The reason for this is that they directly index increases in the proportion or rate of service performance. The truncated Z test is sensitive to such increases; but not as sensitive as the case of δ<sub>j</sub> for mean measures. Sample size matters here as well. As with mean measures, using the same value of ψ or ε for the overall state testing does not seem sensible since the state sample would be so much larger.

The bottom line here is that beyond a few general considerations, like those given above, a principled approach to the choice of the alternative hypotheses to guard against, must come from elsewhere.

# **DECISION PROCESS**

Once  $Z^T$  has been calculated, it is compared to the balancing critical value to determine if the ILEC is favoring its own customers over a CLEC's customers.

This critical value changes as the ILEC and CLEC transaction volume change. One way to make this transparent to the decision maker, is to report the difference between the test statistic and the critical value,  $diff = Z^T - c_B$ . If favoritism is concluded when  $Z^T < c_B$ , then the diff < 0 indicates favoritism.

This make it very easy to determine favoritism: a positive diff suggests no favoritism, and a negative diff suggests favoritism.

# **EXHIBIT D**

## BST VSEEM REMEDY PROCEDURE

## TIER-1 CALCULATION FOR RETAIL ANALOGUES:

- 1. Calculate the overall test statistic for each CLEC;  $z^T_{CLEC1}$  (See Exhibit C)
- 2. Calculate the balancing critical value ( $^{\text{C}}_{\text{B}_{\text{CLEC}}}$ ) that is associated with the alternative hypothesis (for fixed parameters  $\delta$ ,  $\psi$  or  $\epsilon$ ). (See Exhibit C)
- 3. If the overall test statistic is equal to or above the balancing critical value, stop here. Otherwise, go to step 4.
- 4. Calculate the Parity Gap by subtracting the value of step 2. from that of step 1.;

  c
  z<sup>T</sup>CLEC1 B CLEC1
- 5. Calculate the Volume Proportion using a linear distribution with slope of 1/4. This can be accomplished by taking the absolute value of the Parity Gap from step 4. divided by 4;

  ABS((z<sup>T</sup>CLEC1 B CLEC1) / 4). All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
- 6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total CLEC<sub>1</sub> Volume in the negatively affected cell; where the cell value is negative. (See Exhibit C)
- 7. Calculate the payment to CLEC-1 by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, CLEC-1 payment = Affected Volume<sub>CLEC1</sub> \* \$\$ from Fee Schedule

Example: CLEC-1 Missed Installation Appointments (MIA) for Resale POTS

	n <sub>i</sub>	n c	MIA	MIAc	z <sup>T</sup> CLEC1	Св	Parity Gap	Volume Proportion	Affected Volume
State	50000	600	9%	16%	-1.92	-0.21	1.71	0.4275	Volume
Cell					Z <sub>CLEC1</sub>				
1		150	0.091	0.112	-1.994				64
2		75	0.176	0.098	0.734				
3		10	0.128	0.333	-2.619				4
4		50	0.158	0.242	-2.878				21
5		15	0.245	0.075	1.345				
6		200	0.156	0.130	0.021				
7		30	0.166	0.233	-0.600				13
8		20	0.106	0.127	-0.065				9
9		40	0.193	0.218	-0.918				17
10		10	0.160	0.235	-0.660				4
									133

where  $n_{\text{I}}$  = ILEC observations and  $n_{\text{C}}$  = CLEC-1 observations

# Payout for CLEC-1 is (133 units) \* (\$100/unit) = \$13,300 TIER-2 CALCULATION for RETAIL ANALOGUES:

- 1. Tier-2 is triggered by three monthly failures of any VSEEM submetric in the same quarter.
- 2. Calculate the overall test statistic for the CLEC Aggregate using all transactions from the calendar quarter;  $z^{\mathsf{T}}_{\mathsf{CLECA}}$
- 3. Calculate the balancing critical value (  $^{\text{C}}_{\text{B}_{\text{CLECT}}}$ ) that is associated with the alternative hypothesis (for fixed parameters  $\delta$ ,  $\psi$  or  $\epsilon$ ). (See Exhibit C)
- 4. If the overall test statistic is equal to or above the balancing critical value for the calendar quarter, stop here. Otherwise, go to step 5.
- 5. Calculate the Parity Gap by subtracting the value of step 3. from that of step 2.;  $z^{\mathsf{T}}_{\mathsf{CLECA}} = B_{\mathsf{QLECA}}$
- 6. Calculate the Volume Proportion using a linear distribution with slope of ¼. This can be accomplished by dividing the Parity Gap from step 5. by 4; ABS((z<sup>T</sup><sub>CLECA</sub> B oleca ) / 4). All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
- 7. Calculate the Affected Volume by multiplying the Volume Proportion from step 6. by the Total CLEC<sub>A</sub> Volume (CLEC Aggregate) in the negatively affected cell; where the cell value is negative (See Exhibit C).
- 8. Calculate the payment to State Designated Agency by multiplying the result of step 7. by the appropriate dollar amount from the fee schedule.

So, State Designated Agency payment = Affected Volume<sub>CLECA</sub> \* \$\$ from Fee Schedule

Example: CLEC-A Missed Installation Appointments (MIA) for Resale POTS

State	n <sub>I</sub>	n <sub>c</sub>	MIA	MIAc	z <sup>T</sup> CLECA	Св	Parity Gap	Volume Proportion	Affected Volume
State Quarter1	180000	2100	9%	16%	-1.92	-0.21	1.71	0.4275	Volume
Cell					ZCLECA				
1		500	0.091	0.112	-1.994				214
2		300	0.176	0.098	0.734				
3		80	0.128	0.333	-2.619				34
4		205	0.158	0.242	-2.878				88
5		45	0.245	0.075	1.345				
6		605	0.156	0.130	0.021				
7		80	0.166	0.233	-0.600				34
8		40	0.106	0.127	-0.065				17

9	165	0.193	0.218	-0.918	71
10				-0.660	34
, •		•			492

where  $n_i$  = ILEC observations and  $n_C$  = CLEC-A observations

Payout for CLEC-A is (492 units) \* (\$300/unit) = \$147,600

Tier-3

Tier-3 uses the monthly CLEC Aggregate results in a given State. Tier-3 is triggered when five of the twelve Tier-3 sub-metrics experience consecutive failures in a given calendar quarter. The table below displays a situation that would trigger a Tier-3 failure, and one that would not.

		TIER-3 FAILURE X = Miss			NOT A TIER 3 FAILURE  X = Miss		
Process	Meesures	Jan	Feb	Mer	Jan	Felb	Mer
	Resale POTS	X	Х	Х	X		
	Resale Design	X			Х	X	Х
	UNE Loop & Port Combo		X				
	UNE Loops	X	X	X			
	Resale POTS	Х	X	Х	Х		Х
	Resale Design		X	Х		Х	
	UNE Loop & Port Combo					X	Х
	UNE Loops				Х		
	Billing Accuracy	X	X	X			
	Billing Timeliness				Х	X	Х
	Percent Trunk Blockage	х	Х	X			
	Percent Missed Collocation Due Dates						

Tier-3 is effective immediately after quarter results, and can only be lifted when two of the five failed sub-metrics show compliance for two consecutive months in the following quarter.

All tiers standalone, such that triggering Tier-3 will not cease payout of any Tier-1 or Tier-2 failures.

## TIER-I CALCULATION FOR BENCHMARKS:

- 1. For each CLEC, with five or more observations, calculate monthly performance results for the State.
- 2. CLECs having observations (sample sizes) between 5 and 30 will use Table I below:

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark		
5	60.00%	80.00%		
6	66.67%	83.33%		
7	71.43%	85.71%		
8	75.00%	75.00%		
9	66.67%	77.78%		
10	70.00%	80.00%		
11	72.73%	81.82%		
12	75.00%	83.33%		
13	76.92%	84.62%		
14	78.57%	85.71%		
15	73.33%	86.67%		

Equivalent 90%	Equivalent 95%		
Denchmark	Benchmark		
75.00%	87.50%		
76.47%	82.35%		
77.78%	83.33%		
78.95%	84.21%		
80.00%	85.00%		
76.19%	85.71%		
77.27%	86.36%		
78.26%	86.96%		
79.17%	87.50%		
80.00%	88.00%		
80.77%	88.46%		
81.48%	88.89%		
78.57%	89.29%		
79.31%	86.21%		
80.00%	86.67%		
	75.00% 76.47% 77.78% 78.95% 80.00% 76.19% 77.27% 78.26% 79.17% 80.00% 80.77% 81.48% 78.57% 79.31%		

- 3. If the percentage (or equivalent percentage for small samples) is equal to or below the benchmark standard, stop here. Otherwise, go to step 4.
- 4. Determine the Volume Proportion by taking the difference between the benchmark and the actual performance result.
- 5. Calculate the Affected Volume by multiplying the Volume Proportion from step 4. by the Total CLEC<sub>1</sub> Volume.
- 6. Calculate the payment to CLEC-1 by multiplying the result of step 5. by the appropriate dollar amount from the fee schedule.
  - So, CLEC-1 payment = Affected Volume<sub>CLEC1</sub> \* \$\$ from Fee Schedule

### Example: CLEC-1 Missed Installation Appointments (MIA) for UNE Loops

	n c	Benchmark	MIAc	Volume	Affected
				Proportion	Volume
State	600	9%	12%	.03	18

Payout for CLEC-1 is (18 units) \* (\$400/unit) = \$7,200

### TIER-1 CALCULATION FOR BENCHMARKS (IN THE FORM OF A TARGET):

- 1. For each, with five or more observations, CLEC calculate monthly performance results for the State.
- 2. CLECs having observations (sample sizes) between 5 and 30 will use Table I above.
- 3. Calculate the interval distribution based on the same data set used in step 1.
- 4. If the 'percent within' is equal to or exceeds the benchmark standard, stop here. Otherwise, go to step 5.
- 5. Determine the Volume Proportion by taking the difference between 100% and the actual performance result.
- 6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total CLEC<sub>1</sub> Volume.
- 7. Calculate the payment to CLEC-1 by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, CLEC-1 payment = Affected Volume<sub>CLEC1</sub> \* \$\$ from Fee Schedule

### **Example: CLEC-1 Reject Timeliness**

	n c	Benchmark	Reject Timeliness <sub>c</sub>	Volume Proportion	Affected Volume
State	600	95% within 1 hour	93% within 1 hour	.07	42

Payout for CLEC-1 is (42 units) \* (\$100/unit) = \$4,200

### TIER-2 CALCULATIONS for BENCHMARKS:

Tier-2 calculations for benchmark measures are the same as the Tier-1 benchmark calculations except the CLEC Aggregate data having failed for three months in a given calendar quarter is being assessed.

### **EXHIBIT E**

Table-1

<u>LIQUIDATED DAMAGES TABLE FOR TIER-1 MEASURES</u>

	PER A	AFFECTED I	TEM			
	Month 1	Month 2	Month3	Month4	Month 5	Month 6
Ordering	\$40	\$50	\$60	\$70	\$80	\$90
Provisioning	\$100	\$125	\$175	\$250	\$325	\$500
Provisioning UNE (Coordinated Customer Conversions)	\$400	\$450	\$500	\$550	\$650	\$800
Maintenance and Repair	\$100	\$125	\$175	\$250	\$325	\$500
Maintenance and Repair UNE	\$400	\$450	\$500	\$550	\$650	\$800
LNP	\$150	\$250	\$500	\$600	\$700	\$800
IC Trunks	\$100	\$125	\$175	\$250	\$325	\$500
Collocation	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

Table-2 VOLUNTARY PAYMENTS FOR TIER-2 MEASURES

	Per Affected Item
OSS	\$20
Pre-Ordering	
Ordering	\$60
Provisioning	\$300
UNE Provisioning	\$875
(Coordinated Customer Conversions)	4613
Maintenance and Repair	\$300
UNE Maintenance and Repair	\$875
Billing	\$1.00
LNP	\$500
IC Trunks	\$500
Collocation	\$15,000

# AGREEMENT IMPLEMENTATION TEMPLATE (Residence)

for CLEC-1

## **BellSouth Standard Interconnection Agreement**

Agreement Expiration Date:	Account Manager Tel No:
Agreement Effective Date:	Account Manager:

Attachment	Section	Version	Planned Activities
Name/Number	Number	Date	
Terms/Conditions PartA		2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	9	2/29/00	
	7	2/29/00	
	∞	2/29/00	
	6	2/29/00	
	10	2/29/00	
		2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	15	2/29/00	
	16	2/29/00	
	17	2/29/00	
	18	2/29/00	
	61	2/29/00	
	20	2/29/00	
	21	2/29/00	
	22	2/29/00	
	23	2/29/00	
	24	2/29/00	
	25	2/29/00	
	26	2/29/00	
Terms/Conditions Part B		2/29/00	
Version 1000:3/6/00			Attachment 10-Residence

Version 1Q00:3/6/00

# AGREEMENT IMPLEMENTATION TEMPLATE (Residence)

for CLEC-1

## **BellSouth Standard Interconnection Agreement**

Attachment	Section	Version	Planned Activities
Name/Number	Number	Date	
1-Resale	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	9	2/29/00	
	7	2/29/00	
	8	2/29/00	
	6	2/29/00	
	10	2/29/00	
	=	2/29/00	
	12	2/29/00	
	13	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
	Exhibit F	2/29/00	
	Exhibit G	2/29/00	
		2/29/00	
2-Network Elements &		2/29/00	
Other Services			
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	9	2/29/00	
	L	2/29/00	
	8	2/29/00	

Attachment 10-Residence Page 2

Version 1Q00:3/6/00

Attachment 10-Residence Page 3

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)

for CLEC-1

## BellSouth Standard Interconnection Agreement

Attachment	Section	Version	Planned Activities
Name/Number	Number	Date	
	6	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	15	2/29/00	
	16	2/29/00	
	17	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
3-Local Interconnection	ı	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	9	2/29/00	
	L	2/29/00	
	8	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
4-Physical Collocation	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	

# AGREEMENT IMPLEMENTATION TEMPLATE (Residence)

### for CLEC-1

## CLEC-1 BellSouth Standard Interconnection Agreement

Attachment	Section	Version	Planned Activities
Name/Number	Number	Date	
	9	2/29/00	
	7	2/29/00	
	8	2/29/00	
	6	2/29/00	
	10	2/29/00	
		2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
5-Access to Numbers &		2/29/00	
Number Portability			
	7	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	9	2/29/00	
	<i>L</i>	2/29/00	
	80	2/29/00	
	Exhibit A	2/29/00	
6-Ordering/Provisioning	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
7-Billing & Billing		2/29/00	
Accuracy Certification	1		
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	

Attachment 10-Residence Page 4

Version 1Q00:3/6/00

### i

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)

for CLEC-1

## BellSouth Standard Interconnection Agreement

Planned Activities																						
Version Date	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00	2/29/00		
Section Number	9	7	Exhibit A	-	Pre-Ordering	Ordering	Provisioning	Maint/Repair	Billing	Opr Svcs/DA	E911	Trunk Grp Perf	Collocation	Appendix A	Appendix B	Appendix C						
Attachment Name/Number				8-ROW/Conduits/PoleAtt	9-Perf Measurement												10-Executive Summary		11-Disaster Recovery			

for CLEC-1

## **BellSouth Standard Interconnection Agreement**

Agreement Effective Date:	Agreement Expiration Date:
Account Manager:	Account Manager Tel No:

			The 1 4 10 110
Attachment Name	Section No.	version Date	Flanned Activities
Terms/Conditions PartA	-		
	2		
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	9		
	7		
	œ		
	6		
	10		
	11		
	12		
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	22		
	23		
	24		
	25		
	26		
Terms/Conditions Part B			

Attachment 10-Business Page 6

for CLEC-1

## BellSouth Standard Interconnection Agreement

Attachment	Section No.	Version	Planned Activities
Name		Date	
1-Resale	1		
	2		
	3		
	4		
	5		
	9		
	7		
	∞		
	6		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	-		
	2		
	3		
	4		
	5		
	9		
	7		
	8		

Attachment 10-Business Page 7

### for CLEC-1

## **BellSouth Standard Interconnection Agreement**

Planned Activities																															
Version	Date							:																							
Section No.		6	10	11	12	13	14	. 15	16	17	Exhibit A	Exhibit B	Exhibit C	1	2	3	4	5	9	7	8	Exhibit A	ı	2	3	4	5	9	7	8	6
Attachment	Name													3-Local Interconnection									4-Physical Collocation								

Attachment 10-Business Page 8

for CLEC-1

## **BellSouth Standard Interconnection Agreement**

Attachment	Section No.	Version	Planned Activities
Name		Date	
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers &			
Number Portability	-		
	2		
	3		
	4		
	5		
	9		
	7		
	œ		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	_		
	2		
	3		
	4		
	5		
	9		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		

Attachment 10-Business Page 9

### Attachment 10-Business Page 10

# AGREEMENT IMPLEMENTATION TEMPLATE (Business)

for CLEC-1

## **BellSouth Standard Interconnection Agreement**

Planned Activities													
Version	Date												
Section No.		Pre-Ordering	Ordering	Provisioning	Maint/Repair	Billing	Opr Svcs/DA	E911	Trunk Grp Perf	Collocation	Appendix A	Appendix B	Appendix C
Attachment	Name	9-Perf Measurement											

Attachment 11 BellSouth Disaster Recovery Plan

### 2000 BELLSOUTH

### DISASTER RECOVERY PLANNING



**CLECS** 

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### 1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

### 2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

### 3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

### 3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

### 3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

- 1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
- 2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
- 3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
- 4. Mercury and other regulated compounds resident in telephone equipment.
- 5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

### 4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

### 5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

### 5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

### **5.2 BELLSOUTH OUTAGE**

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

### 5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

### 5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

### 5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies:
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

### 5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

### 5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

### 6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

### 7.0 ACRONYMS

CO - Central Office (BellSouth)

DS3 - Facility that carries 28 T1s (672 circuits)

ECC - Emergency Control Center (BellSouth)

CLEC - Competitive Local Exchange Carrier

NMC - Network Management Center

SWC - Serving Wire Center (BellSouth switch)

T1 - Facility that carries 24 circuits

### **Hurricane Information**

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at <a href="http://www.interconnection.bellsouth.com/network/disaster/dis\_resp.htm">http://www.interconnection.bellsouth.com/network/disaster/dis\_resp.htm</a>. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <a href="http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm">http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm</a>.

### **BST Disaster Management Plan**

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

### COVAD/BELLSOUTH ARBITRATION

**EXHIBIT C** 

### **AGREEMENT**

	AGREEMENT is made by and between BellSouth Telecommunications, Inc.,
("BellSouth"),	a Georgia corporation, and CLEC-1, acorporation, and shall be
	ve as of This Agreement may refer to either BellSouth or CLEC-1
or both as a "P	arty" or "Parties."
	WITNESSETH
provide telecor	EAS, BellSouth is a local exchange telecommunications company authorized to mmunications services in the states of Alabama, Florida, Georgia, Kentucky, ssissippi, North Carolina, South Carolina and Tennessee; and
CLEC-1 is or s ("Covad") aut	EAS, DIECA Communications, Inc. d/b/a Covad Communications Company seeks to become an alternative local exchange telecommunications company horized to provide telecommunications services in the states of Alabama, Florida, acky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and
interconnect the specifically for	EAS, the Parties wish to resell BellSouth's telecommunications services and/or teir facilities, purchase network elements and other services, and exchange traffic the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the cations Act of 1996 ("the Act").
	THEREFORE, in consideration of the mutual agreements contained herein, CLEC-1 agree as follows:
1.	Purpose
2.	This Agreement sets forth the terms and conditions under which Covad will obtain services and unbundled netwrok elements from BellSouth to provided telecommunications services to Covad customers within the territory of BellSouth. BellSouth will provide Covad with the functionalities of unbundled network elements so that Covad can provide any telecommunications service that can be offered by means of the unbundled elements as described in Attachment 2. <b>Term of the Agreement</b>
2.1	771 4 641 4 4 1 111 4 1 1 1 1 1
2.1	The term of this Agreement shall be two years, beginning and
	shall apply to the state(s) of,,,,,
	anu
2.2	The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent

**Agreement").** The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.

- If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.
- 2.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 2.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to CLEC-1 pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to CLEC-1 pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

### 3. Ordering Procedures

3.1 CLEC-1 shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.

- 3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services ordered.
- 3.3 CLEC-1 shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

### 4. Parity

When CLEC-1 purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to CLEC-1 shall be at least equal in quality to that which BellSouth provides to itself. The quality of the interconnection between the networks of BellSouth and the network of CLEC-1 shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by CLEC-1.

### 5. White Pages Listings

BellSouth shall provide CLEC-1 and their customers access to white pages directory listings under the following terms:

- 5.1 <u>Listings</u>. CLEC-1 shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include CLEC-1 residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between CLEC-1 and BellSouth subscribers.
- 5.2 Rates. BellSouth and CLEC-1 will provide to each other subscriber primary listing information in the White Pages for a non-recurring charge.
- 5.3 Procedures for Submitting CLEC-1 Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.
- Notwithstanding any provision(s) to the contrary, CLEC-1 agrees to provide to BellSouth, and BellSouth agrees to accept, CLEC-1's Subscriber Listing Information (SLI) relating to CLEC-1's customers in the geographic area(s) covered by this Interconnection Agreement. CLEC-1 authorizes BellSouth to

release all such CLEC-1 SLI provided to BellSouth by CLEC-1 to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability therunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

- No compensation shall be paid to CLEC-1 for BellSouth's receipt of CLEC-1 SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC'1s SLI, or costs on an ongoing basis to administer the release of CLEC-1 SLI, CLEC-1 shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- BellSouth shall not be liable for the content or accuracy of any SLI provided by CLEC-1 under this Agreement. CLEC-1 shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate CLEC-1 listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to CLEC-1 any complaints received by BellSouth relating to the accuracy or quality of CLEC-1 listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 <u>Unlisted/Non-Published Subscribers</u>. CLEC-1 will be required to provide to BellSouth the names, addresses and telephone numbers of all CLEC-1 customers that wish to be omitted from directories.
- Inclusion of CLEC-1 Customers in Directory Assistance Database. BellSouth will include and maintain CLEC-1 subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and CLEC-1 shall provide such Directory Assistance listings at no recurring charge. BellSouth and CLEC-1 will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 <u>Listing Information Confidentiality</u>. BellSouth will accord CLEC-1's directory listing information the same level of confidentiality that BellSouth accords its

own directory listing information, and BellSouth shall limit access to CLEC-1's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

- 5.7 <u>Optional Listings</u>. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 <u>Delivery.</u> BellSouth or its agent shall deliver White Pages directories to CLEC-1 subscribers at no charge or as specified in a separate BAPCO agreement.

### 6. Bona Fide Request/New Business Request Process for Further Unbundling

If CLEC-1 is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of CLEC-1, provide to CLEC-1 access to its network elements at any technically feasible point for the provision of CLEC-1's telecommunications service where such access is necessary and failure to provide access would impair the ability of CLEC-1 to provide services that it seeks to offer. Any request by CLEC-1 for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following.

A Bona Fide Request/New Business Request shall be submitted in writing to CLEC-1's Account Manager by CLEC-1 and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include CLEC-1's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

### 7. Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 7.1 To the extent technically feasible, BellSouth maintains call detail records for CLEC-1 end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for CLEC-1 end users for the same length of time it maintains such information for its own end users.
- 7.2 CLEC-1 agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to CLEC-1 end users.

  Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

- Where BellSouth is providing to CLEC-1 telecommunications services for resale or providing to CLEC-1 the local switching function, then CLEC-1 agrees that in those cases where CLEC-1 receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to CLEC-1 end users, if CLEC-1 does not have the requested information, CLEC-1 will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 7.4 In all other instances, CLEC-1 will provide CLEC-1 end user and/or other customer information that is available to CLEC-1 in response to subpoenas and court orders for their own customer records. When BellSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to CLEC-1 end users, BellSouth will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to CLEC-1.

### 8. Liability and Indemnification

- 8.1 <u>BellSouth Liability</u>. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible CLEC-1 revenues.
- 8.2 <u>CLEC-1 Liability</u>. In the event that CLEC-1 consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of CLEC-1 under this Agreement.
- 8.3 <u>Liability for Acts or Omissions of Third Parties</u>. Neither BellSouth nor CLEC-1 shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

### 8.4 <u>Limitation of Liability</u>.

- 8.4.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 8.4.2 <u>Limitations in Tariffs</u>. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have

charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

- Neither BellSouth nor CLEC-1 shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.5 <u>Indemnification for Certain Claims</u>. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.
- 8.6 <u>Disclaimer</u>. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

### 9. Intellectual Property Rights and Indemnification

- 9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. CLEC-1 is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.
- 9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 9.3 <u>Indemnification</u>. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.
- 9.4 <u>Claim of Infringement</u>. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

### 10. Proprietary and Confidential Information

- Proprietary and Confidential Information: Defined. It may be necessary for 10.1 BellSouth and CLEC-1, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, , proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the Discloser's "Information"). All Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and, proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such oral or visual disclosure.
- 10.2 <u>Use and Protection of Information.</u> Recipient shall use the Information solely for the purpose(s) of performing this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information,

of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents. "Affiliates" means any company that is owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto.

- Ownership, Copying & Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- Discloser's Information does not include: (a) any information 10.4 Exceptions. publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provided Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
- 10.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any

Information that is a trade secret under applicable law.

### 11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

### 12. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

### 13. Taxes

- Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 13.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
- Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

- 13.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties.

  Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days

prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

- 13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties.

  Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a

taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

### 14. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

## 15. Year 2000 Compliance

Each Party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

### 16. Modification of Agreement

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to CLEC-1 any interconnection, service, or

network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

- 16.2 If CLEC-1 changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of CLEC-1 to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of CLEC-1 or BellSouth to perform any material terms of this Agreement, CLEC-1 or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 12.
- If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

### 17. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the

provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

### 18. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

## 19. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

#### 20. Notices

20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

#### BellSouth Telecommunications, Inc.

CLEC Account Team 9<sup>th</sup> Floor 600 North 19<sup>th</sup> Street Birmingham, Alabama 35203

and

General Attorney - COU Suite 4300 675 W. Peachtree St. Atlanta, GA 30375

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or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- Where specifically required, notices shall be by certified or registered mail.

  Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 20.3 BellSouth shall provide CLEC-1 notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale.

### 21. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

### 22. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

## 23. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

## 24. Implementation of Agreement

If CLEC-1 is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

## 25. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, CLEC-1 shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by CLEC-1.

## 26. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services Local Interconnection Resale Collocation

The following services are included as options for purchase by CLEC-1. CLEC-1 shall elect said services by written request to its Account Manager if applicable.

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.	CLEC-1
Signature	Signature
Jerry D. Hendrix	
Name	Name
Sr. Director – Interconnection Services	
Title	Title
Date	Date

#### **Definitions**

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

Centralized Message Distribution System is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

Exchange Message Interface is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)'s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

**Intermediary function** is defined as the delivery of traffic from CLEC-1; a CLEC other than CLEC-1 or another telecommunications carrier through the network of BellSouth or CLEC-1 to an end user of CLEC-1; a CLEC other than CLEC-1 or another telecommunications carrier.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF:), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement.

Non-Intercompany Settlement System (NICS) is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between CLEC-1 designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

**Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

### Cooperation and Strike Planning

- 1. BellSouth and Covad should begin contingency planning activities no more than 60 days prior to the expiration of a contract. Planning should include methodology to be employed to track potential missed orders as well as new orders that come in during a work stoppage.
- 2. BellSouth must designate single point of contact (SPOC) for notification in the event of a work stoppage. This SPOC should provide all "official" company notifications leading up to the work stoppage and proactively provide updates as to negotiation progress. Covad to be notified within 3 hours of the declaration of a work stoppage.
- 3. BellSouth must clearly define what labor unions represent employees. Specific geographies, type of employees (technicians, service representatives, etc.) as well. All contract expiration dates (day, month, time of day) must be provided to Covad.
- 4. BellSouth to provide detailed strike recovery plan within 3 business days following the conclusion of a work stoppage. Plan should include: total number of orders missed during work stoppage, total number of new orders received during the work stoppage, planned completion date of recovery, format and time frames for interim status updates of recovery effort.
- 5. BellSouth should identify single point of contact in the operations area for Covad to deal with on recovery related benchmarks and issues.
- 6. BellSouth needs to clearly define what the business rules will be in the event of a work stoppage and the time frames around which they apply. For example, if the BellSouth position is to only work maintenance issues initially: after how many days will provisioning be resumed. Once work stoppage concludes, Covad and BellSouth orders must be worked in a non discriminatory fashion.
- 7. BellSouth and Covad shall agree on a mechanism to escalate extremely sensitive installations that may be affected by a work stoppage so that they can be worked. Such request would be at the discretion of the BellSouth Account Team Vice President or the Regional Operations Vice President.

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**Remote Site Physical Collocation** 

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#### **BELLSOUTH**

#### REMOTE SITE PHYSICAL COLLOCATION

## 1. Scope of Attachment

- 1.1 <u>Scope of Attachment.</u> The rates, terms, and conditions contained within this Attachment shall only apply when CLEC-1 is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to Section 4.
  - All the negotiated rates, terms and conditions set forth in this Attachment pertain to Remote Site Collocation and the provisioning of Remote Collocation Space.
- 1.2 Right to occupy. BellSouth shall offer to CLEC-1 Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to CLEC-1 a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by CLEC-1 and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for other BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for Remote Site collocation at BellSouth remote locations other than those specified above. The size specified by CLEC-1 may contemplate a request for space sufficient to accommodate CLEC-1's growth within a two year period.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies CLEC-1 that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, If for whatever reason, BellSouth is unable to obtain rights to allow Covad to place its equipment in the remote site, BellSouth shall make packet switched unbundling available to Covad as set forth in section

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- 1.4 <u>Space Reclamation</u>. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. CLEC-1 will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 <u>Use of Space.</u> CLEC-1 shall use the Remote Collocation Space for the purposes of installing, maintaining and operating CLEC-1's equipment (to include testing and monitoring equipment) that is necessary for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, CLEC-1 may connect to other interconnectors within the designated BellSouth Remote Site Location (including to its other virtual or physical collocated arrangements) through DS1 co-Carrier cross connect facilities where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested. Such co-carrier cross connect must be performed by a BellSouth Certified Supplier.
- 1.6 <u>Rates and charges</u>. CLEC-1 agrees to pay the rates and charges identified in Exhibit A attached hereto, on an interim basis, subject to true-up, when final rates of these elements are set by state commissions.

## 2. Space Notification

- 2.1 BellSouth shall provide to Covad a list of all remote collocation sites (including their CILLI codes and the CILLI codes for the corresponding central offices), including their address/location, their size and the type of equipment that BellSouth currently has employed in those Remote Collocation Sites, and a description of the amount of space available at the time the list was comprised.
- 2.2 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit CLEC-1 to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations. BellSouth will respond to an Application within ten (10) business days as to whether space is available or not available within a BellSouth Remote Site Location. In the event space is not immediately available at a Remote Site Location, BellSouth shall make packet switched unbundling available pursuant to section \_\_\_\_\_\_ below. If the amount of space requested is not available, BellSouth will notify CLEC-1 of the amount of space that is available.
- 2.2 <u>Reporting</u>. Upon request from CLEC-1, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space

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available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

- 2.2.1 The request from CLEC-1 for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI")code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4 and for the Remote Site Location may be obtained from Telecordia Technologies.
- 2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) business days of receipt of such request.
- 2.3 <u>Denial of Application</u>. After notifying CLEC-1 that BellSouth has no available space in the requested Remote Site Location ("Denial of Application"), BellSouth will allow CLEC-1, upon request, to tour the Remote Site Location within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) business days of the Denial of Application. Any request for a tour which BellSouth receives later than (5) business days after the Denial of Application shall be granted within ten (10) business days of the request.
- 2.4 <u>Filing of Petition for Waiver</u>. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).
- 2.5 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. CLEC-1 must submit an updated, complete, and correct Application to BellSouth within 30 business days or notify BellSouth in writing that CLEC-1 wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If CLEC-1 does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove CLEC-1 from the waiting list. Upon request, BellSouth will advise CLEC-1 as to its position on the list.

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- 2.6 <u>Public Notification</u>. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.
- 2.7 <u>State Agency Procedures</u>. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to CLEC-1, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all Applications submitted for the first time after the effective date thereof for that jurisdiction.

## 3. Collocation Options

- 3.1 <u>Compliance</u>. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.
- 3.2 <u>Cageless</u>. BellSouth shall allow CLEC-1 to collocate CLEC-1's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLEC-1 to have direct access to its equipment and facilities. For equipment requiring special technical considerations, CLEC-1 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.8 following. Subject to space availability and technical feasibility, at CLEC-1's option, CLEC-1 may enclose its equipment.
- 3.3 Shared (Subleased) Collocation. CLEC-1 may allow other telecommunications carriers to share CLEC-1's Remote Site collocation arrangement pursuant to terms and conditions agreed to by CLEC-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. CLEC-1 shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order.

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Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by CLEC-1 that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and CLEC-1.

- 3.3.1 CLEC-1 shall be the sole interface and responsible Party to BellSouth for the purpose of submitting Applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 CLEC-1 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of CLEC-1's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, subject to technical feasibility, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property and where permitted by zoning and other applicable state and local regulations. The Remote Site Adjacent Arrangement shall be constructed or procured by CLEC-1 and in conformance with BellSouth's design and construction specifications. Further, CLEC-1 shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.
  - 3.4.1 Should CLEC-1 elect such an option, CLEC-1 must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CLEC-1 and CLEC-1's BellSouth Certified Contractor must comply with local building code requirements. CLEC-1's BellSouth Certified Contractor shall

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be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLEC-1's BellSouth Certified Contractor shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. CLEC-1 must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLEC-1's locked enclosure prior to notifying CLEC-1.

- 3.4.2 BellSouth maintains the right to review CLEC-1's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require CLEC-1, at CLEC-1's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 CLEC-1 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At CLEC-1's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. CLEC-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

# 4. Occupancy

- 4.1 <u>Commencement Date</u>. The "Commencement Date" shall be the day CLEC-1"'s equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify CLEC-1 in writing that the Remote Collocation Space is ready for occupancy. CLEC-1 must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's

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network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, CLEC-1's telecommunications equipment will be deemed operational when connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, CLEC-1 may terminate occupancy in a particular Remote Collocation Space upon thirty (30) business days prior written notice to BellSouth. Upon termination of such occupancy, CLEC-1 at its expense shall remove its equipment and other property from the Remote Collocation Space. CLEC-1 shall have thirty (30) business days from the termination date to complete such removal, unless the parties agree to extend that interval, including the removal of all equipment and facilities of CLEC-1's Guests; provided, however, that CLEC-1 shall continue payment of monthly fees to BellSouth until such date as CLEC-1 has fully vacated the Remote Collocation Space. Should CLEC-1 or CLEC-1's Guest fail to vacate the Remote Collocation Space within thirty (30) business days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLEC-1 or CLEC-1's Guest at CLEC-1's expense and with no liability for damage or injury to CLEC-1 or CLEC-1's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, CLEC-1 shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the CLEC-1 except for ordinary wear and tear unless otherwise agreed to by the Parties. CLEC-1 shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

# 5. Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment that is necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
  - 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

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- 5.1.2 CLEC-1 shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.3 CLEC-1 shall place a plaque or other identification affixed to CLEC-1's equipment necessary to identify CLEC-1's equipment, including a list of emergency contacts with telephone numbers.

5.1.4

- 5.2 Entrance Facilities. CLEC-1 may elect to place CLEC-1-owned or CLEC-1-leased entrance facilities into the Remote Collocation Space from CLEC-1's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space which is physically accessible by both Parties. CLEC-1 will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. CLEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable. CLEC-1 is responsible for maintenance of the entrance facilities.
  - 5.2.1 Shared Use. CLEC-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another CLEC-1 collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 <u>Demarcation Point</u>. Covad will designate the point(s) of demarcation between CLEC-1's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. CLEC-1 or its agent must perform all required maintenance to CLEC-1 equipment/facilities on its side of the demarcation point, pursuant to Section 5.8, following
- 5.4 <u>CLEC-1's Equipment and Facilities</u>. CLEC-1, or if required by this Attachment, CLEC-1's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC-1.
- 5.5 <u>BellSouth's Access to Remote Collocation Space</u>. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications
- 5.6 Access. Pursuant to Section 11, CLEC-1 shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC-1

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agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of CLEC-1 or CLEC-1's Guests provided with access keys ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. CLEC-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLEC-1 or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

- 5.7 <u>Lost or Stolen Access Keys</u>. CLEC-1 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC-1 shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; If BellSouth reasonably determines that any equipment or facilities of CLEC-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLEC-1, which notice shall direct CLEC-1 to cure the violation within forty-eight (48) hours of CLEC-1's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if CLEC-1 fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to CLEC-1's equipment. BellSouth will provide notice to CLEC-1 prior to taking such action and shall have no liability to CLEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct. For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and CLEC-1 fails to take curative action

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within 48 hours of notice of the same from BellSouth then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLEC-1 or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates to the relevant state commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC-1 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.9 <u>Presence of Facilities</u>. Facilities and equipment placed by CLEC-1 in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by CLEC-1 at any time. Any damage caused to the Remote Collocation Space by CLEC-1's employees, agents or representatives shall be promptly repaired by CLEC-1 at its expense.
- 5.10 Alterations. In no case shall CLEC-1 or any person acting on behalf of CLEC-1 make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLEC-1. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require an Application Fee, pursuant to sub-section 6.2.2.
- 5.11 <u>Upkeep of Remote Collocation Space</u>. CLEC-1 shall be responsible for removing any CLEC-1 debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

# 6. Ordering and Preparation of Remote Collocation Space

6.1 State or Federal Regulatory agency impose procedures or intervals. Should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to CLEC-1, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all

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applications submitted for the first time after the effective date thereof for that jurisdiction.

- 6.2 <u>Application for Space</u>. CLEC-1 shall submit a Remote Site Collocation Application when CLEC-1 or CLEC-1's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.
  - 6.2.1 Initial Application. For CLEC-1 or CLEC-1's Guest(s) equipment placement, CLEC-1 shall submit to BellSouth an Application,. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC-1's Remote Collocation Space(s). BellSouth shall provide Covad with a sample application for remote site collocation indicating which fields must be filled in and providing the correct codes, where applicable, for Covad's use in submitting remote site collocation applications.
  - 6.2.2 <u>Application Fee.</u> BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2.1..
- 6.3 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) calendar days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within 15 business days of receipt of a Bona Fide Application. The Application Response will include the configuration of the space and an estimate of when the Remote Collocation Space will be provided, as described in Section 6.5.
- 6.4 <u>Bona Fide Firm Order</u>. CLEC-1 shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location in accordance with the Application and Response Application by submitting a Bona Fide Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to CLEC-1's Bona Fide Application.
  - 6.4.1 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CLEC-1's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date

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- 6.4.2 BellSouth will permit one accompanied site visit to CLEC-1's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to CLEC-1.
- 6.4.3 Space preparation for the Remote Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order.
- 6.4.4 CLEC-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of 30 calendar days prior to the date CLEC-1 desires access to the Remote Collocation Space.
- 6.5 <u>Construction and Provisioning Interval</u>. BellSouth will complete Remote Site collocation arrangements within 30 days.
  - 6.5.1 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth shall make package switched unbundling available in the Remote Collocation Site as described in section \_\_\_\_
- 6.6. <u>Permits</u>. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.7 <u>Acceptance Walk Through</u>. Upon request, CLEC-1 and BellSouth will complete an acceptance walk through of each Remote Collocation Space requested from BellSouth by CLEC-1. BellSouth will correct any deviations to CLEC-1's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.8 Use of BellSouth Certified Supplier. CLEC-1 shall select a supplier that has been approved as a BellSouth Certified Supplier to perform all work requirred for the Remote Site Collocation. BellSouth shall provide CLEC-1 with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLEC-1"'s equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and CLEC-1 upon successful completion of installation. The BellSouth Certified Supplier shall bill CLEC-1 directly for all work performed for CLEC-1 pursuant to this Attachment and BellSouth shall have no liability for nor

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responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying CLEC-1 or any supplier proposed by CLEC-1.

- 6.9 <u>Alarm and Monitoring</u>. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. To the extent necessary, BellSouth shall provide Covad with information necessary to disable alarms while Covad is working on its equipment in the remote site. CLEC-1 shall be responsible for placement, monitoring and removal of alarms used to service CLEC-1's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 6.10 <u>Basic Telephone Service</u>. Upon request of CLEC-1, BellSouth will provide basic telephone service to the Remote Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.11 Virtual Remote Site Collocation Transition. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit A of this agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, CLEC-1 may purchase 2-wire and 4-wire cross-connects as set forth the service inquiry procedures established for sub loop unbundling as set forth in Attachment 2 of the Interconnection Agreement, and CLEC-1 may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, CLEC-1 may transition its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by CLEC-1, such information will be provided to CLEC-1 in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to CLEC-1 within 180 calendar days of BellSouth's written denial of CLEC-1's request for physical collocation, and (ii) CLEC-1 was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then CLEC-1 may transition its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will

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receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation..

- 6.12 <u>Cancellation</u>. If, at anytime, CLEC-1 cancels its order for the Remote Collocation Space(s), CLEC-1 will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received and for any expenses incurred by BellSouth as a result of the cancellation. In no event will the level of reimbursement under this paragraph exceed the maximum amount CLEC-1 would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.
- 6.13 <u>Licenses</u>. CLEC-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 6.14 <u>Environmental Hazard Guidelines</u>. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

# 7. Rates and Charges

- 7.1 Recurring Fees. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due within 20 days of the bill date.
- 7.2 <u>Rack/Bay Space</u>. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power CLEC-1's equipment. CLEC-1 shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 7.3 Power. BellSouth shall make available —48 Volt (-48V) DC power for CLEC-1's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at CLEC-1's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for CLEC-1's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.

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- 7.3.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by CLEC-1's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLEC-1's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At CLEC-1's option, CLEC-1 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.4 Security Escort. A security escort will be required whenever CLEC-1 or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 6.4.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.
- 7.5 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC-1 shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC-1. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree the dispute shall be resolved pursuant to the dispute resolution section of the Agreement.
- 7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. [this is covered in the main IA billing section].

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- 8. Insurance, Inspections, Mechanic's Liens, and Security and Safety Requirements
- 8.1 Insurance, Inspections, Mechanic's Liens, and Security and Safety Requirements for remote site collocation are governed by the provisions of Attachment 4 to the Agreement specifically addressing those issues.

## 12. Destruction of Remote Collocation Space

12.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered partially or wholly unsuitable for CLEC-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate its use of the affected Remote Collcoation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC-1"'s permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to CLEC-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLEC-1 may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLEC-1"s acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC-1. Where allowed and where practical, CLEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, CLEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for CLEC-1"'s permitted use, until such Remote Collocation Space is fully repaired and restored and CLEC-1"s equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where CLEC-1 has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, CLEC-1 shall have the

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sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

#### 13. Eminent Domain

13.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLEC-1 shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

# 14. Nonexclusivity

14.1 Attachment is not exclusive. CLEC-1 understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELLSOUTH/CLEC-1 RATES - REGIONAL REMOTE SITE COLLOCATION

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Rates marked with an asterisk (\*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	200.00
PE1RB	Cabinet Space *	Per Rack/Bay	\$ 100.00	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System  New Key*	Per Key	N/A	\$ 10.00
PE1SR	Space Availability Report*	Per premises requested	N/A	100.00
АЕН	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	First/Add'I Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
	Security Escort	Per half hr/add'l half hr		ψον.σονφ20.σο
PE1BT	Basic Time		NA	\$43.47/\$25.82
PE1OT	Overtime		NA	<b>\$55.25/\$32.79</b>
PE1PT	Premium Time		NA NA	\$67.03/\$39.76

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element ICB/TBD rates will be on an Individual Case Basis until a rate can be established..

# EXHIBIT A: BELLSOUTH/CLEC-1 RATES - REGIONAL PHYSICAL COLLOCATION (continued)

(1) Additional Engineering Fee: BellSouth's additional engineering shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2

# Attachment 2

**Network Elements and Other Services** 

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## ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

### 1. Introduction

- 1.1. This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to CLEC-1 in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit A of this Agreement. As an option, deaveraged rates, are included in Exhibit A.
- 1.2. For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements will be consistent with the requirements of the FCC 319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
- 1.2.1. BellSouth shall not impose limitation restrictions or requirements or request for the use of the network elements or combinations that would impair the ability of CLEC-1 to offer telecommunications service in the manner CLEC-1 intends.
- 1.2.2. Except upon request by CLEC-1, BellSouth shall not separate requested network elements that BellSouth currently combines.

#### 1.2.2.1.

- 1.3. BellSouth shall, upon request of CLEC-1, and to the extent technically feasible, provide to CLEC-1 access to its network elements for the provision of CLEC-1's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 1.4. CLEC-1 may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner CLEC-1 chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by CLEC-1 for combining to the designated CLEC-1 collocation space. The network elements shall be provided as set forth in this Attachment.

- 1.5. Subject to applicable and effective FCC Rules and Orders as well as effective State Commission Orders, BellSouth will offer combinations of network elements pursuant to such orders. BellSouth will provide the following combined network elements for purchase by CLEC-1. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment.:
  - SL2 loop and cross connect
  - Port and cross connect
  - Port and cross connect and common (shared) transport
  - Port and vertical features
  - SL2 Loop with loop concentration
  - Port and common (shared) transport
  - SL2 Loop and LNP
- 1.6. BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 applicable industry standards, at Covad's option.
- 1.7. In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition any state Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.8.
- 1.9. Standards for Network Elements
- 1.9.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with or great than applicable industry standards.
- 1.9.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.
- 2. Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.

## 2.1 Unbundled Loops

## 2.1.1 <u>Definition</u>

- 2.1.2 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning. The loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.
- 2.1.3 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.
- 2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination Time Specific."
- 2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and CLEC-1 advised.
- 2.1.6 "Order Coordination Time Specific" refers to service order coordination in which CLEC-1 requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. CLEC-1 may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If CLEC-1 specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.7 BellSouth will install loops within a 3 business days interval. For orders of 14 or more loops at the same address, the installation will be handled on a project basis and

the intervals will be set by the BellSouth project manager for that order. For expedite requests by CLEC-1, expedite charges will apply for intervals less than 5 days. The cost for an expedite request shall be \$20.

- 2.1.8
- 2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels Service Level One (SL1) and Service Level Two (SL2).
- 2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If CLEC-1 requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.11 SL2 loops shall have test points, with or without conditioning, will be designed with a design layout record provided to CLEC-1, and will be provided with OC. The OC feature will allow CLEC-1 to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR). Is this the Universal Digital Channel?
- As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer Order Coordination Time Specific (OC-TS). This will allow CLEC-1 the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.1.14
- 2.1.15 If CLEC-1 reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge CLEC-1 for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.16
- 2.2. xDSL Capable Loops

BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). Specifically, BellSouth shall make available the following:

- 2.2.1: ADSL: Asymmetrical Digital Subscriber Line (ADSL) Capable Loop: These copper loops are provisioned according to the Revised Resistance Design (RRD) industry standards which means they may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap which is inclusive of the loop length. BellSouth guarantees that the ADSL Capable Loop will support ADSL service. BellSouth will deliver an ADSL loop in three business days, or five business days if conditioning is required.
- 2.2.2: HDSL: High Big Rate Digital Subscriber Line (HDSL) Capable Loop: These copper loops are provisioned according Carrier Service Area ("CSA") guidelines. The technical specifications are found in BellSouth 73600, the version in effect on the date of execution of this agreement. No future changes in BellSouth 73600 shall effect BellSouth's provisioning of HDSL loops for Covad.
- 2.2.3: xDSL: Subscriber Line ("DSL") technologies. The "x" in xDSL is a placeholder for the various types of digital subscriber line services. A loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a BellSouth central office and the loop demarcation point at the customer premises.

An xDSL loop is a plain twisted pair of cooper loop of unlimited length without intervening devices, such as load coils, repeaters (unless so requested by the requesting carrier), or digital access main lines ("DAMLs"), and which may contain minimal bridge tap of up to 2,500 feet total (all bridge taps) and up to 2,000 feet for a single bridge tap. A cooper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance.

In addition, at Covad's sole request, BellSouth will provide the requesting carrier with other loops of unlimited length, such as fiber based loops or loops that traverse digital loop carrier ("DLC") systems. On any of the loops described, the requesting carrier may provide any service that it chooses so long as such service is in

compliance with Federal Communications Commission regulations.

2.2.4:UCL/short: an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. CLEC-1 may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of CLEC-1's choosing. CLEC-1 will determine the type of service that will be provided over the loop. Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

2.2.5 UCL/long: Unbundled Copper Loop/long (UCL/long). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). A long UCL (18 kft or more) will be provisioned according to Resistance Design parameters. The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. CLEC-1 may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of CLEC-1's choosing. CLEC-1 will determine the type of service that will be provided over the loop. Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain

copper continuity and provide balance relative to tip and ring on UCL loops.

#### 2.2.5: ISDN/IDSL/UDC:

- 2.4.1 Due to technical limitations associated with certain DLC systems, certain ports on Digital Loop Carrier ("DLC") systems do not support ISDN Digital Subscriber Lines (IDSL).
- 2.4.2. BellSouth will offer the Universal Digital Channel (UDC) loop as a part of its Unbundled Digital Loop offerings. The UDC loop will support IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. The technical specifications which govern this loop are those set forth in BellSouth's TR73600, which is in effect on the date of execution of this agreement. Any future changes to TR 73600 will have no effect on the specifications for the UDC.
- 2.4.3 Like the ISDN-capable loop, the UDC loop may be provisioned on copper or through a DLC system. However, when UDC loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.
- 2.4.4 Certain types of DLC systems employed by BellSouth, such as some Integrated DLC systems, cannot support IDSL. In those instances, BellSouth will provide Covad with copper work around that IDLC system, such that BellSouth provides Covad will all copper loop to serve the customer served by the IDLC system. These copper work arounds shall be provisioned to Covad in ten (10) business days.
- 2. The UDC shall be provisioned by BellSouth in seven days from the date the Local Service Request is submitted.
- 3. The rates for the UDC shall be the same as the rates for ISDN loops, subject to true-up when and if BellSouth's proposed rates for the UDC are approved and accepted by a state commission.
- 4. Covad shall order the UDC for its IDSL service.

2.1.18	
2.1.19 2.1.20	
2.1.21	•
2.1.22	Technical Requirements
2.1.22.1	In addition to those loops specifically listed above, BellSouth will offer loops capable of supporting telecommunications services suchs as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s).
2.1.22.2	
2.1.22.3	
2.1.22.4	
2.1.22.5	
2.1.22.6	In cases in which CLEC-1 has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.
2.1.22.7	
2.1.22.8	•
2.1.22.9	[redundant]
<b>2.2</b> 2.2.1	Loop Conditioning/Loop Modification Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by CLEC-1, whether or not BellSouth offers advanced services to the End User on that loop. BellSouth shall deliver a conditioned loop within 5 business days.

- 2.2.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.
- 2.2.3 BellSouth will not charge Covad for Loop Modification (including removal of bridged tap, load coils, DAMLs, range extenders, or other devices that impede xDSL service) on loops that are below 18,000 feet.

On loops over 18,000 feet, Covad will pay the following rates for loop modification:

	Nonrecurring 1 <sup>st</sup>	Nonrecurring Additional
Removal of Repeater	\$16.25	\$13.42
Removal of Bridged Tap and Repeater	\$37.89	\$32.23
Removal of Bridged Tap	\$24.46	\$18.81
Removal of Bridged Tap and Load Coil	\$59.35	\$53.72
Removal of Load Coil	\$40.55	\$34.89
Removal of Repeater and Load Coil	\$53.99	\$48.34

# 2.3 High Frequency Spectrum of Unbundled Loop Network Element (HUNE)

- 1.0 BellSouth shall provide Covad access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum Network Element" or "HUNE") at the rates set forth in Section 4 herein. BellSouth shall provide Covad with the HUNE irrespective of whether BellSouth chooses to offer xDSL services on the loop.
  - 1.1 The HUNE is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the HUNE is intended to allow Covad's the ability to provide Digital Subscriber Line ("xDSL") data services. The HUNE shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of

providing voice service. Covad shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Covad shall provision xDSL service on the HUNE in accordance with the applicable Technical Specifications and Standards.

- 1.2 The following loop requirements are necessary for Covad to be able to access the HUNE: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." As described above, BellSouth will condition loops to enable Covad to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth bears the burden of proving to a state commission that loop conditioning requested by Covad would significantly degrades BellSouth's voice service. If Covad requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Covad shall pay for the loop to be restored to its original state.
- 1.3 Covad's meet point is the point of termination for Covad's or the toll main distributing frame in the central office ("Meet Point"). BellSouth will use jumpers to connect the Covad's connecting block to the splitter. The splitter will route the HUNE on the circuit to the Covad's xDSL equipment in the Covad's collocation space.
- 1.4 Covad shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.

# PROVISIONING OF HUNE AND SPLITTER SPACE

- 2.0 BellSouth will provide Covad with access to the HUNE as follows:
  - 2.1 BellSouth will install splitters within fifeteen (15) calendar days of Covad's submission of such order to the BellSouth Complex Resale Support Group;
  - 2.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Covad access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the

splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Covad with a carrier notification letter at least 30 days before of such change and shall work collaboratively with Covad to select a mutually agreeable brand of splitter for use by BellSouth. Covad shall thereafter purchase ports on the splitter as set forth more fully below.

- 2.4 BellSouth will install the splitter in (i) on the Main Distribution Frame or (ii) on a BellSouth relay rack as close to the Covad DS0 termination point as possible. Irrespective of where Bellsouth places the splitter in the central office, Covad shall not be charged from more than two cross connects and one tie cable necessary when the splitter is placed on the Main Distribution Frame. BellSouth will cross-connect the splitter data ports to a specified Covad DS0 at such time that a Covad end user's service is established.
- 2.5 The HUNE shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service. In the event the end-user terminates its BellSouth provided voice service for any reason, and Covad desires to continue providing xDSL service on such loop, Covad shall be required to purchase that loop as a full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Covad desires to continue providing xDSL service on such loop, Covad shall be required to purchase that loop as a full stand-alone loop unbundled network element.
- 2.6 BellSouth will provide access to the HUNE on loops served by fiber-fed DLC units by allowing Covad to purchase or by purchasing on behalf of Covad a line card with DSLAM/splitter functionalities that can be placed into the DLC unit and which enables Covad's access to the high frequency portion of the loop served by fiber-fed DLC.
- 2.7 Only one competitive local exchange carrier shall be permitted access to the HUNE of any particular loop.
- 2.8 To order HUNE on a particular loop, Covad must have a DSLAM collocated in the central office that serves the end-user of such loop. After Covad has place a firm order for collocation space in a central office, Covad shall be entitled to order space of the BellSouth splitter. BellSouth

- will ensure that it has placed sufficient splitter capacity in the central office to accommodate Covad's splitter order on or before Covad's collocation space is ready for service.
- 2.9 BellSouth will devise a splitter order form that allows Covad to order splitter ports in increments of 1, 24 or 96 ports.
- 2.11 BellSouth will provide access to the HUNE within the following intervals:
  - 2.11.1 Until September 1, 2000, for 1-5 lines at the same address within three (3) business days from the receipt of Covad's LSR; 6-10 lines at same address within 5 business days; and more than 10 lines at the same address is to be negotiated.
  - 2.11.2 From September 2, 2000 until November 1, 2000, for 1-5 lines at the same address within two (2) business days from the receipt of Covad's LSR; 6-10 lines at same address within 3 business days; and more than 10 lines at the same address is to be negotiated.
  - 2.11.3 From November 2, 2000 until January 1, 2001, for 1-5 lines at the same address within twenty four hours (24) from the receipt of Covad's LSR; 6-10 lines at same address within 2 business days; and more than 10 lines at the same address is to be negotiated.
  - 2.11.4 When conditioning is required, two business days shall be added to the interval.
- 2.12 BellSouth will provide Covad with an Electronic Data Interface for electronic pre-ordering, ordering, provisioning, repair and maintenance and billing functionalities for the HUNE on or before November 15, 2000. Until BellSouth's electronic interfaces are fully commercially available, Covad shall not be charged for any manual process that will be replaced by an electronic interface system.

#### MAINTENANCE AND REPAIR

3.0 Covad shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the HUNE. Covad may access the loop at the point where the combined voice and data signal exits the central office splitter.

- 3.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Meet Point of demarcation in the central office. Covad will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.2 If the problem encountered appears to impact primarily the xDSL service, the end user should call Covad. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).
- 3.3 BellSouth and Covad will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which Covad has access to the HUNE. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of HUNE.
  - 3.3.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.
  - 3.3.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.
- In the event Covad's deployment of xDSL on the HUNE significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Covad and allow twenty-four (24) hours to cure the trouble. If Covad fails to resolve the trouble, BellSouth may discontinue Covad's access to the HUNE on such loop.

#### PRICING

- 4.0 BellSouth and Covad agree to the following negotiated, interim rates for the HUNE. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the HUNE, BellSouth will provide cost studies for that state for the HUNE upon Covad's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.
  - 4.1 BellSouth and Covad enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Covad may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Covad may take in any cost docket related to the terms and conditions associated with access to the HUNE; and (b) the positions that BellSouth or Covad might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Covad with access to the HUNE. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the HUNE.

					i	RATES BY	STATE			
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	sc	TN
SYSTEM, SPLITTER - 96 LINE CAPACITY	ULSDA		1							
Monthly recurring		\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Non Recurring - 1st		\$300	\$150	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Non Recurring - Add'l.	,	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non Recurring - Disconnect Only		NA	\$150	NA	NA	NA	NA	NA	NA	NA
SYSTEM, SPLITTER - 24 LINE CAPACITY	ULSDB									
Monthly recurring		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Non Recurring		\$300	\$150	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Non Recurring - Add'l.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non Recurring - Disconnect		NA	\$150	NA	NA	NA	NA	NA	NA	NA

Only					, ,					
LOOP CAPACITY, LINE ACTIVATION - PER OCCURRENCE	ULSDC									
Monthly recurring		\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Non Recurring – 1st		\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40
Non Recurring - Add'l.		\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22	\$22
SUBSEQUENT ACTIVITY - PER OCCURRENCE -	ULSDS									
Non Recurring - 1st		\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Non Recurring - Add'l.		\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15

4.2 Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

[SHOULD LOOP MAKEUP GO IN THIS SECTION]

### 2.4 Integrated Digital Loop Carriers

In the event that BellSouth has chosen to deploy, Integrated Digital Loop Carrier (IDLC) systems to provide the local loop that do no permit required unbundling of that local loop BellSouth will provide a suitable alternative facility (such as a contiguous local copper loop) without additional cost.

#### 2.4 Network Interface Device

### 2.4.1 <u>Definition</u>

The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the loop demarcation point at the customer premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.4.2. BellSouth shall permit CLEC-1 to connect CLEC-1's loop facilities to on-premises wiring through the BellSouth NID or at any other technically feasible point.

### 2.4.3 Access to Network Interface Device (NID)

- 2.4.3.1. Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), CLEC-1 may access the on-premises wiring by any of the following means: BellSouth shall allow CLEC-1 to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise.
- 2.4.3.2. Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or
- 2.4.3.3. Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.4.3.4. Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., CLEC-1, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 2.4.3.5. In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors, without state regulatory requirement, without providing prior notice to the other Party, and without appropriately capping off and guarding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop, maintain the NID, and assume full liability for its action and any adverse consequences.
- 2.4.3.6. In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.4.3.7. In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.4.3.8. Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with CLEC-1 to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.

#### 2.4.4 Technical Requirements

- 2.4.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to CLEC-1's NID, consistent with the NID's function at the Effective Date of this Agreement.
- 2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. CLEC-1 may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8.
- 2.4.4.4 When CLEC-1 deploys its own local loops with respect to multiple-line termination devices, CLEC-1 shall specify the quantity of NIDs connections that it requires within such device.
- 2.4.5 <u>Interface Requirements</u>
- 2.4.5.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

# 2.5 Unbundled Loop Concentration (ULC) System

- 2.5.1 BellSouth will provide to CLEC-1 Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 2.5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to CLEC-1 at CLEC-1's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

#### 2.6 Sub-loop Elements

2.6.1 , BellSouth shall offer access to its Unbundled Sub Loop (USL), Unbundled Subloop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW)

elements. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and section 251(c) (3) of the Act, to the subloop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.

- 2.6.2 Subloop components include but are not limited to the following:
- 2.6.2.1 Unbundled Sub-Loop Distribution;
- 2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and
- 2.6.2.3 Unbundled Network Terminating Wire; and
- 2.6.2.4 Unbundled Sub-Loop Feeder.

### 2.6.3 Unbundled Sub-Loop (distribution facilities)

#### 2.6.3.1 Definition

- 2.6.3.2 , The unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. There are two offerings available for Unbundled Sub-Loops (USL):
- 2.6.3.3 Unbundled Sub-Loop Distribution (USL-D) will include the sub-loop facility from the cross-box in the field up to and including the point of demarcation.
- 2.6.3.4 BellSouth will also provide sub-loop interconnection to the intrabuilding network cable (INC) (riser cable). INC is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC (riser cable) will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.
- 2.6.4. Requirements for Unbundled Sub-Loop Distribution Facilities
- 2.6.4.1 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services. The Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

- 2.6.4.2 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, CLEC-1 would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to CLEC-1's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. CLEC-1's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.
- 2.6.4.3 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where CLEC-1 has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in the next section 2.6.4.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.6.4.4) to accommodate CLEC-1's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. CLEC-1 will then have the option of paying the one-time SC charge to modify the facilities to meet CLEC-1's request.
- 2.6.4.4 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.

#### 2.6.5 Interface Requirements

2.6.5.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.

#### 2.6.6 Unbundled Sub-Loop Concentration System (USLC)

2.6.6.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to CLEC-1 with the ability to concentrate its sub-loops

- onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into CLEC-1's collocation space. TR-008 and TR303 interface standards are available.
- USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of CLEC-1's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of CLEC-1's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
- 2.6.6.3 In these scenarios CLEC-1 would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow CLEC-1's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.
- 2.6.7 Unbundled Network Terminating Wire (UNTW)
- 2.6.7.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to CLEC-1 pursuant to the following terms and conditions at rates as set forth in this Attachment.
- 2.6.7.2 Definition
- 2.6.7.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation.
- 2.6.7.3 Requirements
- 2.6.7.3.1 BellSouth will offer spare pairs that are available to an end user's premises to CLEC
  1. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of CLEC
  1's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to CLEC-1. If after BellSouth has relinquished the first pair to CLEC-1 and the end user decides to

- change local service providers to BellSouth, CLEC-1 will relinquish the first pair back to BellSouth.
- 2.6.7.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, CLEC-1 agrees to surrender their spare pair(s) upon request by BellSouth.
- 2.6.7.3.3 If an end user of CLEC-1 desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then CLEC-1 agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.
- 2.6.7.3.4 If CLEC-1 has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to CLEC-1's NTW to provide local exchange service to the end user, then CLEC-1 agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.
- 2.6.7.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the CLEC.

## 2.6.8 <u>Technical Requirements</u>

2.6.8.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for CLEC access to BellSouth's NTW. The SPOI will be installed either near BellSouth's garden terminal or wiring closet. CLEC-1 will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. CLEC-1 will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

#### 2.7 Dark Fiber

### 2.7.1 Defintion

Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

### 2.7.2 Requirements

- 2.7.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two -year planning period, there is no requirement to provide said fiber to CLEC-1.
- 2.7.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at CLEC-1's request subject to time and materials charges.
- 2.7.2.3 CLEC-1 may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 2.7.2.4 BellSouth shall provide to CLEC-1 information regarding the location, availability and performance of Dark Fiber within five (5) business days for a records based answer and ten (10) business days for a field based answer, after receiving a request from CLEC-1 ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to ninety (90) business days after Confirmation, BellSouth shall hold such requested Dark Fiber for CLEC-1's use and may not allow any other party to use such media, including BellSouth.
- 2.7.2.5 BellSouth shall make Dark Fiber available to CLEC-1 within twenty (20) business days after it receives written confirmation from CLEC-1 that the Dark Fiber previously deemed available by BellSouth is wanted for use by CLEC-1. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable CLEC-1 to connect or splice CLEC-1 provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 2.7.2.6 Dark Fiber shall meet the manufacturer's design specifications.
- 2.7.2.7 CLEC-1 may splice and test Dark Fiber obtained from BellSouth using CLEC-1 or CLEC-1 designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

### 2.8 Rates

The prices that CLEC-1 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

2.9 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which CLEC-1 may submit LSRs electronically.

LENS Local Exchange Navigation System
EDI Electronic Data Interchange
TAG Telecommunications Access Gateway

2.9.1 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$.10	\$3.50
•	(?)	SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS	See applicable rate element*	\$19.99
interactive interfaces		SOMAN

<sup>\*</sup> Since BellSouth has not yet developed EDI operational support systems for xDSL loops. Covad shall pay the electronic OSS LSR charge through and until ninety (90) days after BellSouth makes available fully functionally EDI ordering interfaces for xDSL loop.

# 2.9.2 <u>Denial/Restoral OSS Charge</u>

In the event CLEC-1 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

#### 2.9.3 <u>Cancellation OSS Charge</u>

CLEC-1 will incur an OSS charge for an accepted LSR that is later canceled by CLEC-1, except when BellSouth does not deliver the loop in less than ten (20) days.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

#### 2.9.4 Network Elements and Other Services Manual Additive

2.9.4.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit A.

### 3. Switching

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

### 3.1 Local Switching

BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.3 to CLEC-1 for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to CLEC-1 for the provision of a telecommunications service only in the limited circumstance described below in Section 3.3.4.6.

- 3.1.1. Except as otherwise provided herein, BellSouth shall not impose any restrictions on CLEC-1 regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.
- 3.1.2. Local Circuit Switching Capability, including Tandem Switching Capability

#### 3.1.2.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

3.1.2.2 When utilizing BellSouth's local circuit switching capability, local traffic shall be defined as set forth in Part B of the General Terms and Conditions.

- Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for CLEC-1 when CLEC-1 serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- In the event that CLEC-1 orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office listed on Exhibit A, BellSouth's sole recourse shall be to charge CLEC-1 a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge CLEC-1 the local services resale rate for use of all Combinations used to provide the affected facilities to CLEC-1.
- 3.1.5 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by CLEC-1. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 3.1.6 BellSouth will provide to CLEC-1 customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; (iii) for CLEC-1's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by CLEC-1. CLEC-1 customers may use the same dialing arrangements as BellSouth customers.
- 3.1.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 3.1.8 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.
- 3.1.9 Where required to do so in order to comply with an effective Commission order,
  BellSouth will provide to CLEC-1 purchasing local BellSouth switching and reselling
  BellSouth local exchange service under Attachment 1, selective routing of calls to a
  requested directory assistance services platform or operator services platform. CLEC-

1 customers may use the same dialing arrangements as BellSouth customers, but obtain a CLEC-1 branded service.

### 3.2 <u>Technical Requirements</u>

- 3.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 3.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 3.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 3.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by CLEC-1 will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
- 3.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 3.2.1.5 BellSouth shall activate service for an CLEC-1 customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to CLEC-1's services without loss of switch feature functionality as defined in this Agreement.
- 3.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 3.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 3.2.1.8 BellSouth shall control congestion points such as those caused by radio station callins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 3.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 3.2.1.10 Special Services provided by BellSouth will include the following:

- 3.2.1.10.1 Telephone Service Prioritization;
- 3.2.1.10.2 Related services for handicapped;
- 3.2.1.10.3 Soft dial tone where required by law; and
- 3.2.1.10.4 Any other service required by law.
- 3.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 3.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 3.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to CLEC-1, upon a reasonable request from CLEC-1. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 3.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
- 3.2.1.14.1 Basic and primary rate ISDN;
- 3.2.1.14.2 Residential features;
- 3.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
- 3.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
- 3.2.1.14.5 Advanced intelligent network triggers supporting CLEC-1 and BellSouth service applications.
- 3.2.2 BellSouth shall offer to CLEC-1 all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
- 3.2.2.1 Off-Hook Immediate
- 3.2.2.2 Off-Hook Delay

3.2.2.3	Termination Attempt
3.2.2.4	6/10 Public Office Dialing Plan
3.2.2.5	Feature Code Dialing
3.2.2.6	Customer Dialing Plan
3.2.3	When the following triggers are supported by BellSouth, BellSouth will make these triggers available to CLEC-1:
3.2.3.1	Private EAMF Trunk
3.2.3.2	Shared Interoffice Trunk (EAMF, SS7)
3.2.3.3	N11
3.2.3.4	Automatic Route Selection
3.2.4	Where capacity exists, BellSouth shall assign each CLEC-1 customer line the class of service designated by CLEC-1 (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from CLEC-1 customers to CLEC-1 directory assistance operators at CLEC-1's option.
3.2.5	Where capacity exists, BellSouth shall assign each CLEC-1 customer line the class of services designated by CLEC-1 (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from CLEC-1 customers to CLEC-1 operators at CLEC-1's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an CLEC-1 Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
3.2.6	Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.
3.2.7	Interface Requirements
3.2.7.1	BellSouth shall provide the following interfaces to loops:
3.2.7.1.1	Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
3.2.7.1.2	Coin phone signaling;

- 3.2.7.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.2.7.1.4 Two-wire analog interface to PBX;
- 3.2.7.1.5 Four-wire analog interface to PBX;
- 3.2.7.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 3.2.7.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.2.7.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 3.2.7.1.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 3.2.7.2 BellSouth shall provide access to the following but not limited to:
- 3.2.7.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by CLEC-1;
- 3.2.7.2.2 Interface to CLEC-1 operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 3.2.7.2.3 Interface to CLEC-1 Directory Assistance Services through the CLEC-1 switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other CLEC-1 required access to interexchange carriers as requested through appropriate trunk interfaces.

# 3.3 Tandem Switching

#### 3.3.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

- 3.3.2 Technical Requirements
- Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

- 3.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 3.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by CLEC-1 and BellSouth;
- 3.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
- 3.3.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by CLEC-1;
- 3.3.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 3.3.2.1.5.1 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 3.3.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 3.3.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 3.3.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 3.3.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 3.3.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by CLEC-1. Tandem Switching will provide recording of all billable events as jointly agreed to by CLEC-1 and BellSouth.
- 3.3.2.1.10 Upon a reasonable request from CLEC-1, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to CLEC-1.
- 3.3.2.1.11 BellSouth shall maintain CLEC-1's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

- 3.3.2.1.12 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 3.3.2.1.13 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by CLEC-1 and BellSouth.
- 3.3.2.1.14 Tandem Switching shall process originating toll-free traffic received from CLEC-1's local switch.
- 3.3.2.1.15 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 3.3.2.2 Interface Requirements
- 3.3.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 3.3.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 3.3.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 3.3.2.2.4 Tandem Switching shall interconnect with CLEC-1's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At CLEC-1's request, Tandem Switching shall record and keep records of traffic for billing.
- 3.3.2.2.5 Tandem Switching shall provide an alternate final routing pattern for CLEC-1's traffic overflowing from direct end office high usage trunk groups.
- 3.3.2.2.6 Tandem Switching shall be equal or better than the requirements for Tandem Switching set forth in the applicable technical references.
- 3.4 AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers

- 3.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of CLEC-1. AIN Selective Carrier Routing will provide CLEC-1 with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 3.4.2 CLEC-1 shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 3.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 3.4.4 Where AIN Selective Carrier Routing is utilized by CLEC-1, the routing of CLEC-1's end user calls shall be pursuant to information provided by CLEC-1 and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 3.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, CLEC-1 shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit A of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment. For each CLEC-1 end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. CLEC-1 shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit A of this Attachment.
- 3.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request Form B, AIN\_SCR Central Office Identification Form Form C, AIN\_SCR Routing Options Selection Form Form D, and Routing Combinations Table Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

- 3.4.7 The non-recurring End Office Establishment Charge will be billed to the client following our normal monthly billing cycle for this type of order.
- 3.4.8 End-User Establishment Orders will not be turned-up until the 2<sup>nd</sup> payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following our normal monthly billing cycle for this type of order.
- 3.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.
- 3.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed according per contracted rates.

# 3.5 Packet Switching Capability

### 3.5.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Mulitplexers, including but not limited to:

- 3.5.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 3.5.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 3.5.4 The ability to extract data units from the data channels on the loops, and
- 3.5.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 3.5.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
- 3.5.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

- 3.5.6.2 There are no spare copper loops capable of supporting the xDSL services CLEC-1 seeks to offer;
- 3.5.6.3 BellSouth has not permitted CLEC-1 to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point within ten (10) days of Covad's request nor has the CLEC-1 obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and
- 3.5.6.4 BellSouth has deployed packet switching capability for its own use.
- 3.5.7 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 3.5.8 BellSouth will continue to discuss the provisioning of packet switching capability to Covad in other scenarios.

#### 3.6 Interoffice Transmission Facilities

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to CLEC-1 for the provision of a telecommunications service.

#### 3.7 Rates

The prices that CLEC-1 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

# 3.8 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which CLEC-1 may submit LSRs electronically.

LENS Local Exchange Navigation System
EDI Electronic Data Interchange
TAG Telecommunications Access Gateway

3.8.1 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted

by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the	\$.10	\$.10
CLEC by one of the OSS interactive interfaces		SOMEC
•	SOMEC	
Incremental charge per LSR received from the	See applicable rate	\$19.99
CLEC by means other than one of the OSS	element	
interactive interfaces		SOMAN

# 3.8.2 <u>Denial/Restoral OSS Charge</u>

In the event CLEC-1 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

### 3.8.3 Cancellation OSS Charge

CLEC-1 will incur an OSS charge for an accepted LSR that is later canceled by CLEC-1, unless BellSouth has failed to provision the requested facilities within twenty (20) days.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

#### 3.8.4 Network Elements and Other Services Manual Additive

3.8.4.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit A.

### 4. Enhanced Extended Link (EEL)

Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, BellSouth shall offer access to the Enhanced Extended Link ("EEL") as defined in Section 4.3 below.

#### 4.2 Definition

- 4.2.1 For purposes of this Amendment, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.
- 4.2.2 BellSouth will provide access to the Enhanced Extended Link ("EEL") in the combinations set forth in 4.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC and then connected to the CLEC-1's POP serving wire center. The circuit must be connected to the CLEC-1's DSLAM for the purpose of provisioning to the CLEC-1's end-user customers. This can be done either in the collocation space or by using BellSouth's access facilities between the CLEC-1's DSLAM and CLEC-1's collocation space at the DSLAM.
- 4.2.3 BellSouth shall provide combinations of loops and transport to CLEC-1 in Georgia regardless of whether or not such combinations of loops and transport are Currently Combined. Other combinations of network elements that are not Currently Combined but that BellSouth ordinarily combines in its network shall be made available to CLEC-1 in Georgia in accordance with Section 4.5.1.3 below. In all other states, BellSouth shall make available to CLEC-1 those EEL combinations and transport described in Section 4.3 below only to the extent such combinations of loop and transport network elements are Currently Combined. BellSouth will make available new combinations of loops and transport network elements in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to CLEC-1. Except as stated above, other combinations of network elements will be provided to CLEC-1 only to the extent such network elements are Currently Combined.
- 4.2.4 Additionally, there may be instances wherein CLEC-1 will require multiplexing functionality. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs when the customer utilizes special access interoffice facilities. Multiplexing will be

provided pursuant to the interconnection agreement when unbundled network elements are used for interoffice transport.

### 4.3 <u>EEL Combinations</u>

- 4.3.1 2-wire voice grade extended loop with DS1 Dedicated Interoffice Transport;
- 4.3.2 4-wire voice grade extended loop with DS1 Dedicated Interoffice Transport;
- 4.3.3 4-wire 56 or 64 kbps extended digital loop with Dedicated DS1 Interoffice Transport;
- 4.3.4 Extended 2-wire VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport;
- 4.3.5 Extended 4-wire VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport;
- 4.3.6 Extended 4-wire DS1 Digital Loop with Dedicated DS1 Interoffice Transport;
- 4.3.7 Extended 4-wire DS1 Digital Loop with Dedicated DS3 Interoffice Transport; and
- 4.3.8 Extended DS1 Dedicated Local Channel with Dedicated DS3 Interoffice Transport.
- 4.4 Special Access Service Conversions
- 4.4.1 CLEC-1 may not convert special access services to combinations of loop and transport network elements, whether or not CLEC-1 self-provides its entrance facilities (or obtains entrance facilities from a third party), unless CLEC-1 uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer
- 4.4.2 EEL combinations for DS1 level and above will be available only when CLEC-1 provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.
- 4.4.3 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 4.5 Rates
- 4.5.1 Georgia
- 4.5.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 4.3, whether Currently Combined or new, are as set forth in Exhibit A of this Amendment.

- 4.5.1.2 On an interim basis, for combinations of loop and transport network facilities not set forth in Section 4.3, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
- 4.5.1.3 To the extent that CLEC-1 seeks to obtain other combinations of loop and transport network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, CLEC-1, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in the Agreement.

# 4.5.2

# 5. Port/Loop Combinations

- 5.1 At CLEC-1's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 1.4 below, that are currently combined in BellSouth's network except as specified in Sections 5.1.1 and 5.1.2 below.
- 5.1.1 BellSouth is not required to provide access to combinations of port and loop network elements in locations where BellSouth is not required to provide circuit switching.
- BellSouth is not required to provide circuit switching in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to CLEC-1 if CLEC-1's customer has 4 or more DS0 equivalent lines.

### 5.2 Definition

- 5.2.1 For purposes of this Amendment, references to Currently Combined network elements shall mean that such network elements are in fact already combined in the BellSouth network to provide service to a particular end user at a particular location.
- 5.2.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Section 5.4 following provides the combinations of port and loop network elements that may be ordered by CLEC-1 when currently combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.1.2 above.
- 5.2.3 In Georgia, BellSouth shall provide combinations of port and loop network elements to CLEC-1 regardless of whether or not such combinations are Currently Combined

except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.1.2 above.

- 5.3 Rates for Combinations of Loop and Port Network Elements
- Rates for combinations of loop and port network elements, as set forth in Section 5.4, are provided in Exhibit A of this Attachment
- 5.3.2 Rates for Circuit Switching
- Rates for circuit switching, where BellSouth is not required, pursuant to Section 5.1, to provide circuit switching are as set forth in Exhibit A of this Attachment.
- 5.4 Combination Offerings
- 5.4.1 2-wire voice grade port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 2-wire voice grade DID port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.3 2-wire CENTREX port, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.4. 2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.5 2-wire ISDN Primary Rate Interface, DS1 loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.6 4-wire DS1 Trunk port, DS1 Loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

## 6. Transport and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

#### 6.1. Transport

## 6.1.1 Definition of Common (Shared) Transport

Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

# 6.1.2 <u>Technical Requirements of Common (Shared) Transport</u>

- 6.1.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.
- Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 6.1.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 6.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.
- 6.2 Interoffice transmission facility network elements include:
- Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and CLEC-1.
- Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;

- 6.2.3 Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.
- 6.2.4 BellSouth shall:
- 6.2.4.1 Provide CLEC-1 exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
- 6.2.4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that CLEC-1 could use to provide telecommunications services;
- 6.2.4.3 Permit, to the extent technically feasible, CLEC-1 to connect such interoffice facilities to equipment designated by CLEC-1, including but not limited to, CLEC-1's collocated facilities; and
- 6.2.4.4 Permit, to the extent technically feasible, CLEC-1 to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.
- 6.2.5 Provided that the facility is used to transport a significant amount of local exchange services CLEC-1 shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

## 6.3 Dedicated Transport

- 6.3.1 Definitions
- 6.3.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.
- 6.3.3 <u>Unbundled Local Channel</u>
- 6.3.4 Unbundled Local Channel is the dedicated transmission path between CLEC-1's Point of Presence and the BellSouth Serving Wire Center's collocation.
- 6.3.5 <u>Unbundled Interoffice Channel.</u>
- 6.3.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

- 6.3.7 BellSouth shall offer Dedicated Transport in each of the following ways:
- 6.3.7.1 As capacity on a shared UNE facility.
- As a circuit (e.g., DS0, DS1, DS3) dedicated to CLEC-1. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.
- 6.3.8 When Dedicated Transport is provided it shall include:
- 6.3.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;
- 6.3.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true up, and the Parties will amend the Agreement to reflect the new rates.
- 6.3.10 Technical Requirements
- 6.3.10.1 This Section sets forth technical requirements for all Dedicated Transport.
- 6.3.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to CLEC-1 designated traffic.
- 6.3.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
- 6.3.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 6.3.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 6.3.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 6.3.10.6.1 DS0 Equivalent;

- 6.3.10.6.2 DS1 (Extended SuperFrame ESF);
- 6.3.10.6.3 DS3 (signal must be framed);
- 6.3.10.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.3.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by CLEC-1.
- At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 6.3.11.1 BellSouth Technical References:
- 6.3.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 6.3.11.3 TR 73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995.
- 6.3.11.4 TR 73525 MegaLink®Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

#### 6.4 Unbundled Channelization

- 6.4.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Attachment.
- 6.4.2 Definition
- Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, CLEC-1 can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).
- 6.4.3 Channelization capabilities will be as follows:

- 6.4.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.
- 6.4.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.
- 6.4.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.
- 6.4.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.
- Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.
- 6.4.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.4.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.
- 6.4.8 Channelization may be incorporated within dedicated transport or ordered as a standalone capability, which requires either the high or low speed side to be connected to collocation.
- 6.4.9 Technical Requirements
- 6.4.9.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.
- 6.4.9.2 DS0 to DS1 Channelization
- 6.4.9.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI | T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions. DS0 to DS1 Channelization requirements are essential the same as defined in BellSouth Technical Reference 73525, MegaLink® Service, MegaLink® Channel Service, MegaLink® Plus Service, and MegaLink® Light Service Interface and Performance Specification.
- 6.4.9.3 DS1 to DS3 Channelization

6.4.9.3.1	The DS3 signal must be framed utilizing the framing structure define in ANSI
	T1.107, Digital Hierarchy Formats Specifications. DS1 to DS3 Channelization
	requirements are essentially the same as defined in BellSouth Technical Reference
•	73501, LightGate® Service Interface and Performance Specifications. The
	asynchronous M13 multiplex format (combination of M12 and M23 formats) is
	specified for terminal equipment that multiplexes 28 DS1s into a DS3.

- 6.4.9.4 DS1 to STS Channelization
- 6.4.9.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) Payload Mappings. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, LightGate® Service Interface and Performance Specifications
- 6.5 Dark Fiber [Isn't this redundant to 2.7]
  6.5.1

  6.7 Operational Support Systems (OSS) [redundant to 2.9]
  6.7.1

6.7.3

## 7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

- 7.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database
- 7.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by CLEC-1. BellSouth shall provide 8XX TFD in accordance with the following:

## 7.1.2 <u>Technical Requirements</u>

- 7.1.2.1 BellSouth shall provide CLEC-1 with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.
- 7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by CLEC-1.
- 7.1.2.3 The SCP shall also provide, at CLEC-1's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:
- 7.1.2.3.1 Network Management;
- 7.1.2.3.2 Customer Sample Collection; and
- 7.1.2.3.3 Service Maintenance.
- 7.2 Automatic Location Identification/Data Management System (ALI/DMS)

7.2.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

#### 7.3 Rates

## 8 Line Information Database (LIDB)

- 8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.
- 8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

#### 8.2.1 Definition

8.2.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

#### 8.2.3 Technical Requirements

- 8.2.4 BellSouth will offer to CLEC-1 any additional capabilities that are developed for LIDB during the life of this Agreement.
- 8.2.4.1 BellSouth shall process CLEC-1's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to CLEC-1 what additional functions (if any) are performed by LIDB in the BellSouth network.
- 8.2.4.2 Within two (2) weeks after a request by CLEC-1, BellSouth shall provide CLEC-1 with a list of the customer data items, which CLEC-1 would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 8.2.4.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.
- 8.2.4.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

- 8.2.4.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.2.4.6 All additions, updates and deletions of CLEC-1 data to the LIDB shall be solely at the direction of CLEC-1. Such direction from CLEC-1 will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 8.2.4.7 BellSouth shall provide priority updates to LIDB for CLEC-1 data upon CLEC-1's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 8.2.4.8 BellSouth shall provide LIDB systems such that no more than 0.01% of CLEC-1 customer records will be missing from LIDB, as measured by CLEC-1 audits. BellSouth will audit CLEC-1 records in LIDB against DBAS to identify record mismatches and provide this data to a designated CLEC-1 contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to CLEC-1 within one business day of audit. Once reconciled records are received back from CLEC-1, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact CLEC-1 to negotiate a time frame for the updates, not to exceed three business days.
- 8.2.4.9 BellSouth shall perform backup and recovery of all of CLEC-1's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 8.2.4.10 BellSouth shall provide CLEC-1 with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between CLEC-1 and BellSouth.
- 8.2.4.11 BellSouth shall prevent any access to or use of CLEC-1 data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by CLEC-1 in writing.
- 8.2.4.12 BellSouth shall provide CLEC-1 performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by CLEC-1 at least at parity

with BellSouth Customer Data. BellSouth shall obtain from CLEC-1 the screening information associated with LIDB Data Screening of CLEC-1 data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to CLEC-1 under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

- 8.2.4.13 BellSouth shall accept queries to LIDB associated with CLEC-1 customer records, and shall return responses in accordance with industry standards.
- 8.2.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.2.5 <u>Interface Requirements</u>
- 8.2.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 8.2.6.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 8.2.6.2 The CCS interface to LIDB shall be the standard interface described herein.
- 8.2.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

#### 8.3 Rates

## 9 Signaling

- 9.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.
- 9.2 BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

## 9.3 Signaling Link Transport

9.3.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

#### 9.3.2 <u>Technical Requirements</u>

- 9.3.2.1 Signating Link Transport shall consist of full duplex mode 56 kbps transmission paths.
- 9.3.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:
- 9.3.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and
- 9.3.3.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).
- 9.3.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:
- 9.3.4.1 An A-link layer shall consist of two links.
- 9.3.4.2 A B-link layer shall consist of four links.
- 9.3.5 A signaling link layer shall satisfy a performance objective such that:
- 9.3.5.1 There shall be no more than two minutes down time per year for an A-link layer; and

- 9.3.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 9.3.5.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 9.3.5.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
- 9.3.5.3.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.3.5.4 <u>Interface Requirements</u>
- 9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface at the CLEC-1 designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.4 Signaling Transfer Points (STPs)
- 9.4.1 <u>Definition</u> Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 9.4.2 <u>Technical Requirements</u>
- 9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
- 9.4.2.1.1 BellSouth Local Switching or Tandem Switching;
- 9.4.2.1.2 BellSouth Service Control Points/DataBases;
- 9.4.2.1.3 Third-party local or tandem switching;
- 9.4.2.1.4 Third-party-provided STPs.
- 9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital

- Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an CLEC-1 local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between CLEC-1 local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.4.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a CLEC-1 or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a CLEC-1 database, then CLEC-1 agrees to provide BellSouth with the Destination Point Code for the CLEC-1 database.
- 9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
- 9.4.2.6.1 MTP Routing Verification Test (MRVT); and
- 9.4.2.6.2 SCCP Routing Verification Test (SRVT).
- 9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an CLEC-1 or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become

- approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by CLEC-1 and BellSouth.
- 9.4.2.8 STPs shall be on parity with BellSouth.
- 9.4.2.9 SS7 Advanced Intelligent Network (AIN) Access
- 9.4.2.9.1 When technically feasible and upon request by CLEC-1, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the CLEC-1 SS7 network to exchange TCAP queries and responses with an CLEC-1 SCP.
- 9.4.2.9.2 SS7 AIN Access shall provide CLEC-1 SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and CLEC-1 SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the CLEC-1 SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.
- 9.4.3 <u>Interface Requirements</u>
- 9.4.3.1 BellSouth shall provide the following STPs options to connect CLEC-1 or CLEC-1-designated local switching systems or STPs to the BellSouth SS7 network:
- 9.4.3.1.1 An A-link interface from CLEC-1 local switching systems; and,
- 9.4.3.1.2 A B-link interface from CLEC-1 local STPs.
- 9.4.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
- 9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting CLEC-1 local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and CLEC-1 will work jointly to establish mutually acceptable SPOIs.
- 9.4.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the

- failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and CLEC-1 will work jointly to establish mutually acceptable SPOIs.
- 9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.3.6 Message Screening
- 9.4.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from CLEC-1 local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the CLEC-1 switching system has a legitimate signaling relation.
- 9.4.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from CLEC-1 local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the CLEC-1 switching system has a legitimate signaling relation.
- 9.4.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from CLEC-1 from any signaling point or network interconnected through BellSouth's SS7 network where the CLEC-1 SCP has a legitimate signaling relation.
- 9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

#### 9.5 Service Control Points/Databases

#### 9.5.1 Definition

- 9.5.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 9.5.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for

provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

## 9.5.3 <u>Technical Requirements for SCPs/Databases</u>

- 9.5.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to CLEC-1 in accordance with the following requirements.
- 9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

## 9.5.4 <u>Database Availability</u>

- 9.5.4.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for CLEC-1 customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

# 9.6 Local Number Portability Database

#### 9.6.1 Definition

9.6.2 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

## 9.7 SS7 Network Interconnection

- 9.7.1 Definition.
- 9.7.2 SS7 Network Interconnection is the interconnection of CLEC-1 local Signaling Transfer Point Switches (STP) and CLEC-1 local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), CLEC-1 local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 9.7.3 <u>Technical Requirements</u>
- 9.7.3.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
- 9.7.3.1.1 BellSouth local or tandem switching systems;
- 9.7.3.1.2 BellSouth DBs; and
- 9.7.3.1.3 Other third-party local or tandem switching systems.
- 9.7.4 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and CLEC-1 or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.7.5 If traffic is routed based on dialed or translated digits between an CLEC-1 local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the CLEC-1 local STPs and BellSouth or other third-party local switch.
- 9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
- 9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

- 9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an CLEC-1 local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of CLEC-1 local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 9.7.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
- 9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;
- 9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and
- 9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 9.7.13 <u>Interface Requirements</u>
- 9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect CLEC-1 or CLEC-1-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
- 9.7.13.1.1 A-link interface from CLEC-1 local or tandem switching systems; and

- 9.7.13.1.2 B-link interface from CLEC-1 STPs.
- 9.7.13.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting CLEC-1 local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and CLEC-1 will work jointly to establish mutually acceptable SPOI.
- 9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and CLEC-1 will work jointly to establish mutually acceptable SPOI.
- 9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.13.5 BellSouth shall set message screening parameters to accept messages from CLEC-1 local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the CLEC-1 switching system has a legitimate signaling relation.
- 9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

#### 9.8 Rates

- 10. Operator Call Processing, Inward Operator Services and Directory Assistance Services
- All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

#### 10.2 Operator Systems

10.2.1 <u>Definition.</u> Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

#### 10.3 Operator Service

10.3.1 <u>Definition</u>. Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

#### 10.3.2 Requirements

- 10.3.2.1 When CLEC-1 requests BellSouth to provide Operator Services, the following requirements apply:
- 10.3.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.
- 10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.
- 10.3.2.1.3 BellSouth shall process calls that are billed to CLEC-1 end user's calling card that can be validated by BellSouth.
- 10.3.2.1.4 BellSouth shall complete person-to-person calls.
- 10.3.2.1.5 BellSouth shall complete collect calls.
- 10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

- 10.3.2.1.7 BellSouth shall complete station-to-station calls.
- 10.3.2.1.8 BellSouth shall process emergency calls.
- 10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 10.3.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
- 10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing CLEC-1 local end users the same IXC access as provided to BellSouth end users.
- 10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to CLEC-1 that BellSouth provides for its own operator service.
- 10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Personto-Person, and Billed-to-Third-Party calls.
- 10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by CLEC-1.
- 10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to CLEC-1 in accordance with CLEC ODUF standards specified in Attachment 7.
- 10.3.3 <u>Interface Requirements</u>
- 10.3.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of CLEC-1, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.
- 10.4 Directory Assistance Service
- 10.4.1 <u>Definition.</u> Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.
- 10.4.2 Requirements
- Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by CLEC-1's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, CLEC-1 may request such requirement pursuant to the

- Bona Fide Request/New Business Process as set forth in General Terms and Conditions.
- 10.4.4 <u>Directory Assistance Service Updates</u>
- 10.4.4.1 BellSouth shall update end user listings changes daily. These changes include:
- 10.4.4.1.1 New end user connections: BellSouth will provide service to CLEC-1 that is equal to the service it provides to itself and its end users;
- 10.4.4.1.2 End user disconnections: BellSouth will provide service to CLEC-1 that is equal to the service it provides to itself and its end users; and
- 10.4.4.1.3 End user address changes: BellSouth will provide service to CLEC-1 that is equal to the service it provides to itself and its end users;
- 10.4.4.1.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 10.4.5 Branding for Operator Call Processing and Directory Assistance
- 10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to CLEC-1 end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows CLEC-1 to have its calls custom branded with CLEC-1's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.
- 10.4.5.2 BellSouth offers four service levels of branding to CLEC-1 when ordering Directory Assistance and/or Operator Call Processing.
- 10.4.5.2.1 Service Level 1 BellSouth Branding
- 10.4.5.2.2 Service Level 2 Unbranded
- 10.4.5.2.3 Service Level 3 Custom Branding
- 10.4.5.2.4 Service Level 4 Self Branding (applicable only to CLEC-1 for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
- 10.4.6 For Resellers and Use with an Unbundled Port
- 10.4.6.1 BellSouth Branding is the Default Service Level.

- 10.4.6.2 Unbranding, Custom Branding, and Self Branding require CLEC-1 to order selective routing for each originating BellSouth end office identified by CLEC-1. Rates for Selective Routing are set forth in this Attachment.
- 10.4.6.3 Customer Branding and Self Branding require CLEC-1 to order dedicated trunking from each BellSouth end office identified by CLEC-1, to either the BellSouth Traffic Operator Position System (TOPS) or CLEC-1 Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.6.4 Unbranding Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by CLEC-1 to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.7 For Facilities Based Carriers
- 10.4.7.1 All Service Levels require CLEC-1 to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which CLEC-1 requires service.
- 10.4.8 Directory Assistance customized branding uses:
- 10.4.8.1 the recording of the name;
- 10.4.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 10.4.9 Operator Call Processing customized branding uses:
- 10.4.9.1 the recording of the name;
- 10.4.9.2 the front-end loading of the DRAM in the TOPS Switch;
- 10.4.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
- the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
- BellSouth will provide to CLEC-1 purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory

assistance services platform or operator services platform. CLEC-1 end users may use the same dialing arrangements as BellSouth end users, but obtain a CLEC-1 branded service.

# 10.5 Directory Assistance Database Service (DADS)

- BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to CLEC-1 end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). CLEC-1 agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, CLEC-1 agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, CLEC-1 authorizes the inclusion of CLEC-1 Directory Assistance listings in the BellSouth Directory Assistance products.
- BellSouth shall provide CLEC-1 initially with a base file of subscriber listings which reflect all listing change activity occurring since CLEC-1's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by CLEC-1 and BellSouth. CLEC-1 agrees to assume the costs associated with CONNECT: Direct TM connectivity, which will vary depending upon volume and mileage.
- BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to CLEC-1 on a Business, Residence, or combined Business and Residence basis. CLEC-1 agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after CLEC-1 receives the Base File.
- BellSouth is authorized to include CLEC-1 Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of CLEC-1 Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to CLEC-1.
- 10.5.5 Rates for DADS are as set forth in this Attachment.
- 10.6 Direct Access to Directory Assistance Service

- Direct Access to Directory Assistance Service (DADAS) will provide CLEC-1's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow CLEC-1 to utilize its own switch, operator workstations and optional audio subsystems.
- BellSouth will provide DADAS from its DA location. CLEC-1 will access the DADAS system via a telephone company provided point of availability. CLEC-1 has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.
- A specified interface to each CLEC-1 subsystem will be provided by BellSouth. Interconnection between CLEC-1's system and a specified BellSouth location will be pursuant to the use of CLEC-1 owned or CLEC-1 leased facilities and shall be appropriate sized based upon the volume of queries being generated by CLEC-1.
- 10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
- 10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;
- 10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;
- 10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.
- 10.6.5 Rates for DADAS are as set forth in this Attachment.
- 10.7 Automatic Location Identification/Data Management System (ALI/DMS)
- 10.7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

## 10.7.2 <u>Technical Requirements</u>

- 10.7.2.1 BellSouth shall offer CLEC-1 a data link to the ALI/DMS database or permit CLEC-1 to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to CLEC-1 immediately after CLEC-1 inputs information into the ALI/DMS database. Alternately, CLEC-1 may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.
- 10.7.2.2 The ALI/DMS database shall contain the following end user information:
- 10.7.2.2.1 Name;
- 10.7.2.2.2 Address;
- 10.7.2.2.3 Telephone number; and
- 10.7.2.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).
- 10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless CLEC-1 requests otherwise and shall be updated if CLEC-1 requests, provided CLEC-1 supplies BellSouth with the updates.
- 10.7.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 10.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.
- 10.7.3 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for CLEC-1 end users shall meet industry standards.

#### 10.8 Rates

## 11. Calling Name (CNAM) Database Service

- All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.
- 11.2 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. CLEC-1 must provide to its account manager a written request with a requested activation date to activate this service. If CLEC-1 is interested in requesting CNAM with volume and term pricing, CLEC-1 must contact its account manager to request a separate CNAM volume and term Agreement.
- SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.
- 11.4 Service Creation Environment and Service Management System (SCE/SMS)
  Advanced Intelligent Network (AIN) Access
- 11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide CLEC-1 the capability that will allow CLEC-1 and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
- BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to CLEC-1. Scheduling procedures shall provide CLEC-1 equivalent priority to these resources.
- BellSouth SCP shall partition and protect CLEC-1 service logic and data from unauthorized access, execution or other types of compromise.
- When CLEC-1 selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable CLEC-1 to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- When CLEC-1 selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. CLEC-1 access will be provided via remote data connection (e.g., dial-in, ISDN).

11.4.5 When CLEC-1 selects SCE/SMS AIN Access, BellSouth shall allow CLEC-1 to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

## 11.5 Rates

## 12. Basic 911 and E911

- All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.
- If CLEC-1 orders network elements and other services, then CLEC-1 is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

## 12.3 <u>Definition</u>

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

## 12.5 Requirements

- Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to CLEC-1 a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. CLEC-1 will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. CLEC-1 will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, CLEC-1 will be required to discontinue the Basic 911 procedures and being using E911 procedures.
- E911 Service Provisioning. For E911 service, CLEC-1 will be required to install a minimum of two dedicated trunks originating from the CLEC-1 serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. CLEC-1 will be required to provide BellSouth daily updates to the E911 database. CLEC-1 will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available,

13.3

13.4

#### **EXHIBIT A**

# LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

#### I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of CLEC-1 and pursuant to which BellSouth, its LIDB customers and CLEC-1 shall have access to such information. CLEC-1 understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of CLEC-1, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
  - 1. Billed Number Screening
  - 2. Calling Card Validation
  - Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify CLEC-1 of fraud alerts so that CLEC-1 may take action it deems appropriate. CLEC-1 understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by CLEC-1 pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to CLEC-1 for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

CLEC-1 understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. CLEC-1 further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, CLEC-1 understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on CLEC-1's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its

supporting systems the means to differentiate CLEC-1's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) CLEC-1 agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for CLEC-1's end user accounts which are resident in LIDB pursuant to this Agreement. CLEC-1 authorizes BellSouth to place such charges on CLEC-1's bill from BellSouth and agrees that it shall pay all such charges. Charges for which CLEC-1 hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) CLEC-1 shall have the responsibility to render a billing statement to its end users for these charges, but CLEC-1's obligation to pay BellSouth for the charges billed shall be independent of whether CLEC-1 is able or not to collect from CLEC-1's end users.
- (d) BellSouth shall not become involved in any disputes between CLEC-1 and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to CLEC-1. It shall be the responsibility of CLEC-1 and the other entity to negotiate and arrange for any appropriate adjustments.

#### II. TERM

This Agreement will be effective as of \_\_\_\_\_\_, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

# III. FEES FOR SERVICE AND TAXES

- A. CLEC-1 will not be charged a fee for storage services provided by BellSouth to CLEC-1, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by CLEC-1. CLEC-1 shall have the right to have BellSouth contest with the imposing

jurisdiction, at CLEC-1's expense, any such taxes that CLEC-1 deems are improperly levied.

## IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

# V. LIMITATION OF LIABILITY

## VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies.
- C. CLEC-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and CLEC-1 further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

- D. This Agreement constitutes the entire Agreement between CLEC-1 and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

## FACILITIES BASED ADDENDUM TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

Agreeme	This is a Facilities Based Addendum to the Line Information Data Base Storage
Telecom	ent dated, between BellSouth munications, Inc. ("BellSouth"), and("CLEC-
1"), effe	ctive the day of
I.	GENERAL
	This Addendum sets forth the terms and conditions for CLEC-1's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by CLEC-1, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.
II.	DEFINITIONS
A.	Billing number - a number that CLEC-1 creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
В.	Line number - a ten digit number that identifies a telephone line administered by CLEC-1.
C.	Special billing number - a ten digit number that identifies a billing account established by CLEC-1.
D.	Calling Card number - a billing number plus PIN number.
E.	PIN number - a four digit security code assigned by CLEC-1 which is added to a billing number to compose a fourteen digit calling card number.
F.	Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by CLEC-1.
G.	Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

- H. Calling Card Validation refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by CLEC-1.

## III. RESPONSIBILITIES OF PARTIES

- A. CLEC-1 will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.
- BellSouth will store in its LIDB the billing number information provided by CLEC-1. Under normal operating conditions, BellSouth shall include CLEC-1's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of CLEC-1's working telephone numbers.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information provided by CLEC-1 to perform the following functions for authorized users on an on-line basis:
  - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by CLEC-1, and where the last four digits (PIN) are a security code assigned by CLEC-1.
  - Determine whether CLEC-1 or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. CLEC-1 will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. CLEC-1 will arrange and pay for transport of updates to BellSouth.

### IV. COMPLIANCE

Unless expressly authorized in writing by CLEC-1, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

#### **EXHIBIT B**

# CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

#### 1. Definitions

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides CLEC-1 the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

#### 2. Attachment

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to the CLEC-1 access to the BellSouth CNAM SCP for query or record storage purposes.
- CLEC-1 shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to CLEC-1's access to BellSouth's CNAM Database Services and shall be addressed to CLEC-1's Account Manager.

## 3. Physical Connection and Compensation

- BellSouth's provision of CNAM Database Services to CLEC-1 requires interconnection from CLEC-1 to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, CLEC-1 shall provide its own CNAM SSP. CLEC-1's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.3 If CLEC-1 elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that CLEC-1 desires to query.

## 3.4 Out-Of-Region Customers

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

# 4. CNAM Record Initial Load and Updates

- 4.1 The mechanism to be used by CLEC-1 for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by CLEC-1 in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of CLEC-1 to provide accurate information to BellSouth on a current basis.
- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 CLEC-1 CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

# Attachment 5

Access to Numbers and Number Portability

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Exhibit A

## ACCESS TO NUMBERS AND NUMBER PORTABILITY

# 1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

- During the term of this Agreement, CLEC-1 shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, CLEC-1 will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 For the purposes of the resale of BellSouth's telecommunications services by CLEC-1, BellSouth will provide CLEC-1 with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. CLEC-1 acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that CLEC-1 cancel its reservations of numbers. CLEC-1 shall comply with such request.
- 1.3. Further, upon CLEC-1 request and for the purposes of the resale of BellSouth's telecommunications services by CLEC-1, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for CLEC-1's sole use. Such telephone number reservations shall be transmitted to CLEC-1 via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. CLEC-1 acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for CLEC-1's reasonable need in that particular CLLIC.

# 2. Number Portability Permanent Solution

- The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.
- 2.2 <u>End User Line Charge</u>. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC.

This end user line charge will be as filed in FCC No. 1 and will be billed to CLEC-1 where CLEC-1 is a subscriber to local switching or where CLEC-1 is a reseller of BellSouth telecommunications services. This charge will not be discounted.

# 3. Service Provider Number Portability

- Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.
- Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of CLEC-1. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the CLEC-1 switch that serves the subscriber.
- 3.3 <u>Signaling Requirements</u>. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

### 3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

## 4. SPNP Implementation

SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

- SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.
- 4.3 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.
- 4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

- The calling Party shall be responsible for payment of the applicable charges for sent-4.4 paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- Each Party shall be responsible for obtaining authorization from the end user for the 4.5 handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.

- Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.
- For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

## 5. Transition to Permanent Number Portability

- Once a PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.
- Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).

## 4.7 <u>Limitations of Liability</u>

- 4.7.1 BellSouth will not be responsible for CLEC-1 acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide CLEC-1 with reasonable notice of such acts or omissions and provide CLEC-1 any such supporting documentation.
- 4.7.2 BellSouth shall not be obligated for Tier-1, Tier-2 or Tier 3 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by CLEC-1 that is in bad faith.
- BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by CLEC-1 that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by CLEC-1 that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment; or any occurrence that results from an incident reasonably related to the Y2K problem.
- 4.7.4 It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. CLEC-1 will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any additional assessment imposed by the Commission.
- Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance. The payment of any Tier-1 Enforcement Mechanisms to CLEC-1 shall release BellSouth for any liability associated with or related to the service performance measurement for the month for which the Enforcement Mechanisms was paid to CLEC-1.

# Attachment 6

Ordering and Provisioning

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## ORDERING AND PROVISIONING

# 1. Quality of Ordering and Provisioning

- 1.1 All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.
- BellSouth shall provide ordering and provisioning services to CLEC-1 that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for ordering and provisioning are set forth in BellSouth Ordering Guide for CLECs, the BellSouth Guide to Interconnection, and the Electronic Business Rules for Local Ordering and the Local Exchange Ordering Implementation Guide, as appropriate, and as they are amended from time to time during this Agreement. The guides may be referenced at the following site: http://www.interconnection.bellsouth.com/guides/guides\_p.html.
- BellSouth shall provide all ordering and provisioning services to CLEC-1 during the same business hours of operation that BellSouth provisions service to its affiliates or end users. Those are are:

Local Carrier Service Center: 6:00am to Midnight Complex Resale Service Group: 6:00 am to Midnight

UNE Center: 7:00 am to 8:00 pm

Repair and Maintenance: 7:00 am to 8:00 pm

1.4

1.5 Ordering and provisioning support may be negotiated by Covad outside of these hours.

1.6

# 2. Access to Operations Support Systems

- 2.1 BellSouth shall provide CLEC-1 access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair and billing. Access to the OSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual options. The OSS functions available to CLECs through electronic interfaces are:
- Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface or the Telecommunications Access Gateway (TAG) interface. BellSouth will provide Covad will mechanized access to loop make up data available in all it back office systems, including, but not limited to

LFACS. Until such time as mechanized access to Loop Make Up information is available, BellSouth shall charge Covad the mechanized access rate for all orders. Ninety days after BellSouth implements a commercially available and fully functional electronic access to LFACs, BellSouth shall charge Covad the manual loop make up inquiry rate for manual loop make up inquiries and the mechanized loop make up inquiry rate for mechanized loop make up inquiries. BellSouth shall make a mechanized pre-ordering interface available through either its TAG or LENS systems in the third quarter of 2000. BellSouth shall make mechanized pre-ordering interface available through the industry standard EDI in the fourth quarter of 2000.

- 2.3 Customer record information includes Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that CLEC-1 and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 2.4 <u>Service Ordering</u>. BellSouth shall make available on a commercial basis mechanized ordering for xDSL loops by December 2000 using an Electronic Data Interchange (EDI) interface. Until 90 days after the xDSL ordering EDI interface is commercially available, BellSouth will permit Covad to place orders manually without charging Covad the manual service order fee.
- 2.5 BellSouth shall provide service ordering and provisioning to Covad in the following manner:
- When Covad submits a Local Service Request ("LSR") manually, BellSouth shall return to Covad a Firm Order Completion ("FOC") within 24 hours of receiving a complete and correct LSR. When Covad submits a Local Service Request ("LSR") electronically, BellSouth shall return to Covad a FOC within 2 hours.
- 2.5.2 When Covad submits a Local Service Request ("LSR") manually that requires a clarification, BellSouth shall return the request for clarification within 24 hours of receiving the LSR. When Covad submits a Local Service Request ("LSR") electronically that requires a clarification, BellSouth shall return the request for clarification within 2 hours of receipt of the LSR. A request for clarification will note all fields, inputs or other information on the LSR that must be revised by Covad to enable Covad to submit a correct and complete LSR.
- 2.5.3 BellSouth shall provide Covad with an alternative method for initiating service orders in the event of some disruption in service with BellSouth's primary service ordering process., including, but not limited to, an additional facisimile number and electronical mail address which new orders can be submitted during the disruption in service in BellSouth's primary process.

- When BellSouth places an order in jeopardy pending resolution of a facility issue, BellSouth shall immediately information Covad of the following: (1) the specific nature of the facilities issue; (2) BellSouth's immediate and long term plans for the resolving the issue; and (3) the amount of time it will take BellSouth to resolve the facility issue and complete the order. BellSouth shall immediately inform Covad about any changes to the information provided regarding a Covad order. BellSouth shall use its best efforts to insure that the information provided is accurate.
- 2.5.5 When BellSouth conducts a service inquiry on a Covad order, BellSouth shall review the entire loop end to end and determine what, if any facility problems exist on the entire loop. BellSouth shall advise Covad of all facilities issues associated with a particular order as a part of the service inquiry process. BellSouth shall endeavor to resolve all facilities issues associated with a particular order at the same time. This will ensure that Covad orders are not placed in a "pending facilities" status multiple times for unrelated facilities issues.
- 2.5.6 BellSouth shall resolve all facilities issues within thirty days of receiving a complete and correct LSR from Covad.
- 2.5.7 BellSouth shall not cancel a Covad order until BellSouth receives a supplement advising BellSouth to cancel the order, unless more than thirty (30) calendar days have elapsed since BellSouth requested a clarification on a Covad order.
- 2.6 <u>Provisioning</u>. BellSouth shall provision loops to Covad in the following manner:
- 2.6.1 BellSouth shall mark all Covad loops with an identifying information such that a Covad technician can readily ascertain which loop is the Covad loop.
- BellSouth shall participating in joint acceptance testing with Covad by calling a toll free number supplied by Covad and engaging in a series of tests. For loops that run over digital loop carrier systems (DLC), BellSouth technicians shall provide as a part of the joint acceptance testing process the following: (1) the type of DLC in place; (2) the type of line card in both the central office and remote terminal; and (3) a description of how the options are set on each card. BellSouth shall not consider a loop delivered or a order completion interval closed unless Covad accepts the order through this testing process. If for whatever reason, Covad elects not to engage in joint acceptance testing, BellSouth is no longer obligated to participate in the joint acceptance testing.
- 2.6.3 If a problem is encountered during the joint acceptance testing process, the BellSouth technician shall provide the Covad tester with his name and pager or cell phone number so that they can continue to communicate as BellSouth attempts to immediately resolve the problem with the loop. When the BellSouth technician believes he has resolved the problem on the loop, he shall call Covad and participate

- in joint acceptance testing to insure that the loop is functioning properly. When BellSouth related problems are encountered during the joint acceptance testing process, they shall be resolved by BellSouth within 6 hours.
- 2.6.4 BellSouth shall provide complete BellSouth technician work log notes in CSOT so that Covad will have access to complete information about the status of loop provisioning.
- 2.6.5 When BellSouth misses an installation appointment because of matters solely within the control of BellSouth (i.e. work load or scheduling issues), BellSouth shall be solely responsible for rescheduling that order installation and informing Covad of the next available installation date. BellSouth shall use its best efforts to insure that such installations are rescheduled within three (3) business days.
- 2.6.6 BellSouth shall use trained DSL technicians to install DSL loops, rather than regular POTS technicians.
- 2.6.7 BellSouth shall send Covad a single list of completed orders at every day at 5:00 p.m. central standard time.
- 2.8 Service Trouble Reporting and Repair. Service trouble reporting and repair allows CLEC-1 to report and monitor service troubles and obtain repair services. BellSouth shall offer CLEC-1 service trouble reporting in a non-discriminatory manner that provides CLEC-1 the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLEC-1 an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth shall provide to Covad by November 2000 non-discriminatory access to to Trouble Analysis Facilitation Interface (TAFI) for reporting troubles on xDSL loops. This interface shall allow Covad to open a trouble ticket electronically and enable Covad to perform mechanized loop tests (MLTs) on xDSL loops. In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting ECTA Gateway. BellSouth also offers ECTA functionality through the human-to-machine EC-CPM/TA interface. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs. BellSouth shall resolve troubles on Covad orders in the following manner:
- 2.8.1 Within four hours of receiving a non-mechanized trouble ticket report from Covad, BellSouth shall open a trouble ticket.
- 2.8.2 BellSouth shall resolve trouble tickets within 24 hours. BellSouth shall not close a trouble ticket until the BellSouth technician successfully participates in joint acceptance testing and Covad accepts the loop.

- 2.8.3 When BellSouth reports "No Trouble Found" to Covad, BellSouth shall inform Covad about what testing procedures or other efforts BellSouth used to determine the no trouble was found on the loop.
- 2.8.4 If either Covad or BellSouth fails to attend a scheduled vendor meeting within a two hour window of the meeting time, a \$200 fee shall be assessed against the party that failed to attend.
- 2.9 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Electronic Interface Change Control Process ("EICCP). Guidelines for this process are set forth in the EICCP document, and as it is amended from time to time during this agreement.
- Migration of CLEC-1 to New Software Releases for National Standard Machine-to-Machine Electronic Interfaces. Pursuant to the change management process, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine electronic interfaces. When a new release of new industry standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to CLEC-1 with four months notice to allow CLEC-1 to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

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### 3. Miscellaneous Ordering and Provisioning Guidelines

3.1 <u>Pending Orders.</u>

Single Point of Contact. CLEC-1 will be the single point of contact with BellSouth for ordering activity for network elements and other services used by CLEC-1 to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. CLEC-1 and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by CLEC-1 to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify CLEC-1 that such an order has

been processed, but will not be required to notify CLEC-1 in advance of such processing

- 3.3 <u>Use of Facilities</u>. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. When BellSouth reuses a Covad loop on which Covad has paid conditioning charges to enable the loop to support DSL services, BellSouth shall reimburse Covad the full amount of such conditioning charges.
- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using intervals set forth in Attachment 2 of this Agreement.
- 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
- 3.3.1.3 otify CLEC-1 after the disconnect order has been completed
- 3.4 <u>Contact Numbers</u>. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services. Such numbers shall enable callers from Canada to contact BellSouth toll-free.
- 3.5 <u>Subscription Functions</u>. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

Cancellation Charges.

## Attachment 7

**Billing and Billing Accuracy Certification** 

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#### BILLING AND BILLING ACCURACY CERTIFICATION

#### 1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

- Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that CLEC-1 requests. BellSouth will bill and record in accordance with this Agreement those charges CLEC-1 incurs as a result of CLEC-1 purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
- 1.1.1 For any service(s) BellSouth orders from CLEC-1, CLEC-1 shall bill BellSouth in CABS format.
- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
- Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, CLEC-1 will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.
- 1.3 Payment Responsibility. Payment of all charges will be the responsibility of CLEC1. CLEC-1 shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by CLEC-1 from CLEC-1's customer.

  BellSouth will not become involved in billing disputes that may arise between CLEC-1 and CLEC-1's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.4 Bill Date: BellSouth shall send to Covad within ten (10) business days of the bill date the entire bill in electronic and paper form, unless otherwise agreed by the parties. If both the electronic and paper form of the bill are not sent to Covad within ten (10) business days of the bill date, Covad shall only be obligated to pay that bill within ninety (90) days of receipt of the bill. If BellSouth does not bill Covad for

charges incurred within ninety (90) days of the completed order which resulted in charges to Covad, Covad shall not be obligated to pay such bills.

- Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available fund. except as set forth in section 1.4. Payment is considered to have been made when received by BellSouth.
  - If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.
- 1.5 Tax Exemption. Upon proof of tax exempt certification from CLEC-1, the total amount billed to CLEC-1 will not include those taxes or fees for which the CLEC is exempt. CLEC-1 will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of CLEC-1. Once tax exempt certification and an accounting of reimbursable fees is presented to BellSouth, BellSouth shall promptly discontinue taxes and provide a credit where appropriate within thirty (30) days.
- 1.6 <u>Late Payment</u>. CLEC-1 will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 <u>Discontinuing Service to CLEC-1</u>. The procedures for discontinuing service to CLEC-1 are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by CLEC-1 of the rules and regulations contained in BellSouth's tariffs.
- 1.7.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to CLEC-1 that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30)days notice to CLEC-1 at the billing address to discontinue the provision of existing services to CLEC-1 at any time thereafter.

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- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and CLEC-1's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to CLEC-1 without further notice.
- 1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, CLEC-1's services will be discontinued. Upon discontinuance of service on CLEC-1's account, service to the CLEC-1's end users will be denied. BellSouth will reestablish service at the request of the end user or CLEC-1 for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. CLEC-1 is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.8 <u>Deposit Policy.</u> When purchasing services from BellSouth, CLEC-1 will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release CLEC-1 from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service.
- Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

### 2. Billing Accuracy Certification

Upon request, BellSouth and CLEC-1 will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

- As part of the billing quality assurance program, BellSouth and CLEC-1 will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide CLEC-1 with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, CLEC-1 will pay all bills received from BellSouth in full by the payment due date.
- 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
- 2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within thirty (30) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.
- 2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the bill date. The month being closed represents those charges that were billed or should have been billed by the designated bill date. Without joint agreement to close a billing period, that period shall remain open for billing disputes.

## 3. Billing Disputes

- Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.
- 3.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within thirty (30) calendar days of the notification date. If Bellsouth is investigating a dispute on behalf of Covad, BellSouth shall inform Covad about the status of that investigation every ten (10) days, unless otherwise agreed to by the parties.
- Covad is not obligated to pay any charge it is currently disputing through the dispute resolution provisions either in this section or in the General Terms and Conditions section of the Agreement. a payment or any portion of a payment is received by either Party after the payment due date (and the bill was timely sent pursuant to section 1.4), or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed.

### 4. RAO Hosting

- 4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to CLEC-1 by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 4.2 CLEC-1 shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Compensation amounts, if applicable, will be billed by BellSouth to CLEC-1 on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 CLEC-1 must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from CLEC-1to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of CLEC-1 and will coordinate all associated conversion activities.
- 4.5 BellSouth will receive messages from CLEC-1 that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from CLEC-1.
- 4.7 All data received from CLEC-1 that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 4.8 All data received from CLEC-1 that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by CLEC-1 and will forward them to CLEC-1 on a daily basis.

- 4.10 Transmission of message data between BellSouth and CLEC-1 will be via CONNECT:Direct.
- 4.11 All messages and related data exchanged between BellSouth and CLEC-1 will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 4.12 CLEC-1 will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 4.13 Should it become necessary for CLEC-1 to send data to BellSouth more than sixty (60) days past the message date(s), CLEC-1 will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and CLEC-1 to notify all affected Parties.
- In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or CLEC-1) identified and agreed to, the company responsible for creating the data (BellSouth or CLEC-1) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- Should an error be detected by the EMI format edits performed by BellSouth on data received from CLEC-1, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify CLEC-1 of the error condition. CLEC-1 will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, CLEC-1 will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- In association with message distribution service, BellSouth will provide CLEC-1 with associated intercompany settlements reports (CATS and NICS) as appropriate.

In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.

### 4.18 RAO Compensation

- 4.18.1 Rates for message distribution service provided by BellSouth for CLEC-1 are as set forth in Exhibit A to this Attachment.
- 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
- 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 4.18.4 All equipment, including modems and software, that is required on the CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

### 4.19 <u>Intercompany Settlements Messages</u>

- 4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by CLEC-1 as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between CLEC-1 and the involved company(ies), unless that company is participating in NICS.
- 4.19.2 Both traffic that originates outside the BellSouth region by CLEC-1 and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by CLEC-1, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by CLEC-1, involves a company other than CLEC-1, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

- Once CLEC-1 is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of CLEC-1. BellSouth will distribute copies of these reports to CLEC-1 on a monthly basis.
- 4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of CLEC-1. BellSouth will distribute copies of these reports to CLEC-1 on a monthly basis.
- 4.19.6 BellSouth will collect the revenue earned by CLEC-1 from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of CLEC-1. BellSouth will remit the revenue billed by CLEC-1 to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on CLEC-1. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to CLEC-1 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 4.19.7 BellSouth will collect the revenue earned by CLEC-1 within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of CLEC-1. BellSouth will remit the revenue billed by CLEC-1 within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to CLEC-1 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and CLEC-1 agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

### 5. Optional Daily Usage File

- Upon written request from CLEC-1, BellSouth will provide the Optional Daily
  Usage File (ODUF) service to CLEC-1 pursuant to the terms and conditions set forth
  in this section.
- 5.2 The CLEC-1 shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a CLEC-1 customer.

Charges for delivery of the Optional Daily Usage File will appear on the CLEC-1s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

- The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- Messages that error in the billing system of the CLEC-1 will be the responsibility of the CLEC-1. If, however, the CLEC-1 should encounter significant volumes of errored messages that prevent processing by the CLEC-1 within its systems, BellSouth will work with the CLEC-1 to determine the source of the errors and the appropriate resolution.
- 5.6 The following specifications shall apply to the Optional Daily Usage Feed.
- 5.6.1 Usage To Be Transmitted
- 5.6.1.1 The following messages recorded by BellSouth will be transmitted to the CLEC-1:
  - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
  - Measured billable Local
  - Directory Assistance messages
  - IntraLATA Toll
  - WATS & 800 Service
  - N11
  - Information Service Provider Messages
  - Operator Services Messages
  - Operator Services Message Attempted Calls (Network Element only)
  - Credit/Cancel Records
  - Usage for Voice Mail Message Service
- 5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to CLEC-1.

5.6.1.4 In the event that CLEC-1 detects a duplicate on Optional Daily Usage File they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 will not return the duplicate to BellSouth).

#### 5.6.2 Physical File Characteristics

- The Optional Daily Usage File will be distributed to CLEC-1 via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- Data circuits (private line or dial-up) may be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

### 5.6.3 Packing Specifications

- 5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

### 5.6.4 Pack Rejection

5.6.4.1 CLEC-1 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. CLEC-1 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC-1 by BellSouth.

### 5.6.5 Control Data

CLEC-1 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC-1 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CLEC-1 for reasons stated in the above section.

### 5.6.6 Testing

Upon request from CLEC-1, BellSouth shall send test files to CLEC-1 for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that CLEC-1 set up a production (LIVE) file. The live test may consist of CLEC-1's employees making test calls for the types of services CLEC-1 requests on the Optional Daily Usage File. These test calls are logged by CLEC-1, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

### 6. Access Daily Usage File

- 6.1. Upon written request from CLEC-1, BellSouth will provide the Access Daily Usage File (ADUF) service to CLEC-1 pursuant to the terms and conditions set forth in this section.
- 6.2 The CLEC-1 shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.
- 6.3 The Access Daily Usage Feed will contain access messages associated with a port that CLEC-1 has purchased from BellSouth

- Charges for delivery of the Access Daily Usage File will appear on the CLEC-1s' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- Messages that error in the billing system of the CLEC-1 will be the responsibility of the CLEC-1. If, however, the CLEC-1 should encounter significant volumes of errored messages that prevent processing by the CLEC-1 within its systems, BellSouth will work with the CLEC-1 to determine the source of the errors and the appropriate resolution.
- 6.6 <u>Usage To Be Transmitted</u>
- 6.6.1 The following messages recorded by BellSouth will be transmitted to CLEC-1:

Originating and terminating interstate and intrastate access records associated with a port.

Terminating access records for undetermined jurisdiction access records associated with a port.

When CLEC-1 purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (CLEC-1 is BellSouth's toll customer):

BellSouth will bill resale toll rates to CLEC-1 and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to CLEC-1 via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC-1 and send access record to CLEC-1.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to CLEC-1 and send access record to CLEC-1.

- BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to CLEC-1.
- In the event that CLEC-1 detects a duplicate on the Access Daily Usage File they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 will not return the duplicate to BellSouth.)

# 6.6.5 Physical File Characteristics

- 6.6.5.1 The Access Daily Usage File will be distributed to CLEC-1 via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- Data circuits (private line or dial-up) may be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

# 6.6.6 Packing Specifications

- 6.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

# 6.6.7 Pack Rejection

6.6.7.1 CLEC-1 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. CLEC-1 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC-1 by BellSouth.

# 6.6.8 Control Data

CLEC-1 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC-1 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CLEC-1 for reasons stated in the above section.

# 6.6.9 Testing

Upon request from CLEC-1, BellSouth shall send test files to CLEC-1 for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

# 7. Enhanced Optional Daily Usage File

- Upon written request from CLEC-1, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to CLEC-1 pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 7.2 The CLEC-1 shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
- 7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on the CLEC-1s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

- 7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 7.5 Messages that error in the billing system of the CLEC-1 will be the responsibility of the CLEC-1. If, however, the CLEC-1 should encounter significant volumes of errored messages that prevent processing by the CLEC-1 within its systems, BellSouth will work with the CLEC-1 to determine the source of the errors and the appropriate resolution.
- 7.6 The following specifications shall apply to the Optional Daily Usage Feed.
- 7.6.1 Usage To Be Transmitted
- 7.6.1.1 The following messages recorded by BellSouth will be transmitted to the CLEC-1:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

- 7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to CLEC-1.
- 7.6.1.3 In the event that CLEC-1 detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 will not return the duplicate to BellSouth).
- 7.6.2 Physical File Characteristics
- 7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to CLEC-1 over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among CLEC-1's Optional Daily Usage File (ODUF) messages. The

EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

# 7.6.3 Packing Specifications

- 7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message.

  BellSouth and CLEC-1 will use the invoice sequencing to control data exchange.

  BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

# Attachment 9

**Performance Measurements** 

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# Service Performance Measurements And Enforcement Mechanisms

# 1. Scope

This Attachment includes Enforcement Measurements with corresponding Enforcement Mechanisms applicable to this Agreement.

# 2. Reporting

- In providing services pursuant to this Agreement, BellSouth will report its performance to CLEC-1 in accordance with BellSouth's Service Quality Measurements, which are contained in this Attachment as Exhibit A and in accordance with BellSouth's Enforcement Measurements, which are contained in this Attachment as Exhibit B.
- BellSouth will make performance reports available to CLEC-1 on a monthly basis. The reports will contain information collected in each performance category and will be available to CLEC-1 through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within thirty (30) days of execution of this Agreement, BellSouth will provide a detailed session of instruction to CLEC-1 regarding access to the reports and to the raw data as well as the nature of the format of the data provided.

# 3. <u>Modifications to Measurements</u>

# 3.1 Service Quality Measurements

- 3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A of this Attachment each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of CLEC-1. CLEC-1 may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.
- Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section \_\_\_\_ of the General Terms and Conditions of this Agreement, incorporated herein by reference.
- 3.1.3 Notwithstanding any other provision of this Agreement, in the event

a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

# 3.2 Enforcement Measurements and Statistical Test

- 3.2.1 In order for BellSouth to accurately administer the Enforcement Measurements contained in Exhibit B of this Attachment, the Enforcement Measurements shall be modified or amended only if BellSouth determines such modification or amendment is necessary. However, BellSouth will not delete any Enforcement Measurement without prior written consent of CLEC-1. BellSouth will notify CLEC-1 of any such modification or amendment to the Enforcement Measurements via BellSouth's internet website.
- 3.2.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Enforcement Measurements and/or Statistical Test. BellSouth will make all such changes to the Enforcement Measurements and/or Statistical Test pursuant to Section \_\_\_\_ of the General Terms and Conditions of this Agreement, incorporated herein by reference.
- 3.2.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Enforcement Measurements and/or Statistical Test, the parties will refer the dispute to the Commission.

# 4. Enforcement Mechanisms

# 4.1 <u>Purpose</u>

This section establishes meaningful and significant enforcement mechanisms voluntarily provided by BellSouth to verify and maintain compliance between BellSouth and CLEC-1's operations as well as to maintain access to Operational Support System (OSS) functions. This section provides the terms and conditions for such self-effectuating enforcement mechanisms.

# 4.2 Effective Date

The enforcement mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within a particular state and shall only apply to BellSouth's performance in any state in which the FCC has granted BellSouth interLATA authority.

- 4.3 Definitions
- 4.3.1 Enforcement Measurement Elements means the performance measurements set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- 4.3.2 Enforcement Measurement Benchmark means a competitive level of performance negotiated by BellSouth used to compare the performance of BellSouth and CLEC-1 where no analogous process, product or service is feasible. See Exhibit B.
- 4.3.3 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC customer, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.
- 4.3.4 <u>Test Statistic and Balancing Critical Value</u> is the means by which enforcement will be determine using statistically valid equations. See Exhibit C.
- 4.3.5 <u>Cell</u> is the point (below the wire center level) at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to CLEC-1 resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative value. See Exhibit C.
- 4.3.6 Affected Volume means that proportion of the total CLEC-1 volume or CLEC Aggregate volume for which remedies will be paid.
- 4.3.7 <u>Parity Gap</u> refers to the incremental departure from a compliant-level of service. (See Exhibit D). This is also referred to as "diff" in the Statistical paper (See Exhibit C).
- 4.3.8 <u>Tier-1 Enforcement Mechanisms</u> means self-executing liquidated damages paid directly to CLEC-1 when BellSouth delivers non-compliant performance of any one of the Enforcement Measurement Elements for any month as calculated by BellSouth.
- 4.3.9 <u>Tier-2 Enforcement Mechanisms</u> means Assessments paid directly to a state Public Service Commission ("Commission") or its designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly failures in a quarter in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC data as

calculated by BellSouth for a particular Enforcement Measurement Element.

4.3.10 <u>Tier-3 Enforcement Mechanisms</u> means the voluntary suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit D attached hereto and incorporated herein by this reference.

# 4.4 Application

- 4.4.1 The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other non-contractual legal and regulatory claims and remedies available to CLEC-1.
- 4.4.2 Proof of damages resulting from BellSouth's failure to maintain
  Enforcement Measurement Compliance would be difficult to ascertain
  and, therefore, liquidated damages are a reasonable approximation of any
  contractual damage. Liquidated damages under this provision are not
  intended to be a penalty.

# 4.5 <u>Methodology</u>

- 4.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for a given Enforcement Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by this reference.
- 4.5.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.
- 4.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown in Table-1 attached hereto as Exhibit E and incorporated herein by this reference. Failures beyond Month 6 (as set forth in Table 1) will be subject to Month 6 fees.
- 4.5.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State in a given calendar quarter based upon a statistically valid equation calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by reference.

- 4.5.2.1 Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC data generated by BellSouth, on a per transaction basis for each negative cell for a particular Enforcement Measurement Element.
- Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is show in Table-2 attached hereto as Exhibit E and incorporated herein by this reference.
- 4.5.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for a State in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D attached hereto and incorporated herein by this reference.

# 4.6 Payment of Tier-1 and Tier-2 Amounts

- 4.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to CLEC-1 or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission, BellSouth shall make payment in the required amount on or before the thirtieth (30<sup>th</sup>) day following the due date of the performance measurement report for the month in which the obligation arose.
- 4.6.2 For each day after the due date that BellSouth fails to pay CLEC-1 the required amount, BellSouth will pay interest to CLEC-1 at the maximum rate permitted by state law.
- 4.6.3 For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional \$1,000 per day.
- 4.6.4 If CLEC-1 disputes the amount paid to CLEC-1 for Tier-1 Enforcement Mechanisms, CLEC-1 shall submit a written claim to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide CLEC-1 written findings within thirty (30) days after receipt of the claim. If BellSouth determines CLEC-1 is owed additional amounts, BellSouth shall pay CLEC-1 such additional amounts within thirty (30) days after its findings along with interest paid at the maximum rate permitted by law.

4.7.6 CLEC-1 acknowledges and argues that the Enforcement Mechanisms contained in this attachment have been provided by BellSouth on a completely voluntary basis in order to maintain compliance between BellSouth and CLEC-1. Therefore, CLEC-1 may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

# 4.8 Enforcement Mechanism Caps

4.8.1 BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at \$625M per year for the entire BellSouth region as set forth below.

AL - \$54M	MS - \$44M
FL - \$122M	NC - \$77M
GA - \$131M	SC - \$47M
KY - \$34M	TN - \$57M
LA - \$59M	
Region	nal Total - \$625M

4.8.2 If BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms exceed the caps referenced in this attachment, CLEC-1 may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. CLEC-1 shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

# 4.9 <u>Dispute Resolution</u>

4.9.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.

# EXHIBIT A

# **ORDERING**

Report/Measurement:		
O-7. Speed of Answer in Ordering Center		
Definition:		
Measures the average time a customer is in queue.		
Exclusions:		
None		
Business Rules:		
UNE-LNP, etc.) and the call enters the queue for the service representative in the LCSC answers the call	acted (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for last particular group in the LCSC. The clock stops when a BST l. The speed of answer is determined by measuring and accumulating the BellSouth automatic call distributor (ACD) until the a service or (LCSC) answers the CLEC call.	
Calculation:		
(Total time in seconds to reach the LCSC) / (Total	Number of Calls) in the Reporting Period.	
Report Structure:		
	vice Center and Business Service Center data under development)	
Level of Disaggregation:		
<ul><li>CLEC Aggregate</li><li>BST Aggregate (Combination of Residence Ser</li></ul>	rvice Center and Business Service Center data under development)	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:	
Mechanized tracking through LCSC     Automatic Call Distributor	Mechanized tracking through BST Retail center support systems	
Retail Analog/Benchmark:		
	SC) is comparable to Speed of Answer in BST Business Offices.	
See Appendix D	20, 12 timp = 110 to 2 point to 2 = 1 = 1 = 1 = 1 = 1 = 1 = 1 = 1 = 1 =	
See Appendix D		

Revision Date: 02/16/00 (lg)

# ORDERING - (LNP)

#### Report/Measurement:

# LNP-8. Percent Rejected Service Requests

# Definition:

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.

#### **Exclusions:**

- Service Requests canceled by the CLEC
- Fatal Rejects
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

#### **Business Rules:**

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

- A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields
  are not populated correctly and the request is returned to the CLEC.
   Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in
  the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.
- An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

<u>Partially Mechanized</u>: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

# Calculation

# Percent Rejected Service Requests:

[(Number of Service Requests Rejected in the Reporting Period) / (Number of Service Requests Received in the Reporting Period)] x 100

# Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

# Level of Disaggregation:

- Product Reporting Levels
  - > LNP
  - UNE Loop with LNP
  - Geographic Scope
    - > .State, Region

# Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (lg)

# ORDERING - (LNP)

# Report/Measurement:

# LNP-9. Reject Interval Distribution & Average Reject Interval

#### Definition:

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.

#### **Exclusions:**

- Service Requests canceled by CLEC
- Fatal Rejects
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

#### **Business Rules:**

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BST receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

- A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.
  - Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the number of rejected LSRs.
- An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

<u>Partially Mechanized</u>: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

#### Calculation:

# Average Reject Interval:

 $\Sigma$ [ (Date & Time of Service Request Rejection) - (Date & Time of Service Request Receipt)] / (Total Number of Service Requests Rejected in Reporting Period)

#### Reject Interval Distribution:

[ $\Sigma$  (Service Requests Rejected in "X" minutes/hours) / (Total Number of Service Requests Rejected in Reporting Period)] X 100

# Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

# ORDERING - (LNP) - Reject Interval Distribution & Average Reject Interval - Continued)

# Level of Disaggregation:

- Reported in intervals = 0 4 minutes, 4 8 minutes, 8 12 minutes, 12 60 minutes, 0 1 hours, 1 8 hours, 8 24 hours, >24 hours
- Product Reporting Levels
  - > LNP
  - > UNE Loop with LNP
- Geographic Scope
  - > .State, Region
- Average Interval in Days

# Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (lg)

# ORDERING - (LNP)

# Report/Measurement:

# LNP-10. Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

#### Definition:

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

#### Exclusions:

- Rejected LSRs (Clarifications or Fatal Rejects)
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

#### **Business Rules:**

The Firm Order Confirmation interval is determined for each FOC'd LSR processed during the reporting period. The Firm Order Confirmation interval is the elapsed time from when BST receives an LSR until that LSR is confirmed back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed to produce the Firm Order Confirmation timeliness interval distribution.

- <u>Mechanized</u> The elapsed time from receipt of a valid LSR until the LSR is processed and appropriate service orders are generated in SOCS without manual intervention.
- Partially Mechanized The elapsed time from receipt of an electronically submitted LSR which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS).
- Total Mechanized Combination of Fully Mechanized and Partially Mechanized FOCs.

#### Calculation:

# Average FOC Interval:

 $\Sigma$  [ (Date & Time of Firm Order Confirmation) - (Date & Time of Service Request Receipt)] / (Total number of Service Requests Confirmed in the Reporting Period)

# FOC Interval Distribution:

 $\Sigma$ [ (Service Requests Confirmed in "X" minutes/hours in the Reporting Period) / (Total Service Requests Confirmed in the Reporting Period)] X 100

#### Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

# Level of Disaggregation:

- Reported in intervals = 0 15 minutes, 15 30 minutes, 30 45 minutes, 45 60 minutes, 90 120 minutes, 120 240 minutes, 4 8 hours, 8 12 hours, 12 16 hours, 16 20 hours, 20 24 hours, 24 48 hours, >48 hours
- Product Reporting Levels
  - > LNP
  - UNE Loop with LNP
- Geographic Scope
  - > .State, Region

# Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (lg)

# Provisioning Disaggregation

# **Product Reporting Levels**

- Resale and Retail
  - ➤ Pots Residence
  - ➤ Pots Business
  - ➤ Design
  - ➤ PBX (Louisiana SQM)
  - ➤ CENTREX (Louisiana SQM)
  - > ISDN (Louisiana SQM) (NOTE: ISDN included in POTS for Georgia Only)
  - ➤ ESSX (Louisiana SQM)
- Unbundled Network Elements
  - > UNE Design
  - ➤ UNE Non Design
  - > UNE 2 Wire Loop (Louisiana SQM)
  - > UNE Loop Other (Louisiana SQM)
  - > Unbundled Ports (Louisiana SQM)
- Trunks
  - > Local Interconnection Trunks
- Geographic Scope
  - > State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area MSA)

# The following measure is the exception for all states:

Coordinated Customer Conversion

# Which is disaggregated as follows:

UNE LOOPS with INP

UNE LOOPS without INP

#### Report/Measurement:

# P-1. Mean Held Order Interval & Distribution Intervals

#### Definition:

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.

# **Exclusions:**

Order Activities of BST associated with internal or administrative use of local services.

#### **Business Rules:**

Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).

#### Calculation:

# Mean Held Order Interval:

 $\Sigma$ (Reporting Period Close Date – Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.

#### Held Order Distribution Interval:

(# of Orders Held for ≥90 days) / (Total # of Orders Pending But Not Completed) X 100 (# of Orders Held for ≥15 days) / (Total # of Orders Pending But Not Completed) X 100

# Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

# Level of Disaggregation:

Circuit breakout < 10, > = 10

# PROVISIONING - Mean Held Order Interval & Distribution Intervals - Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul> <li>Report Month</li> <li>CLEC Order Number and PON (PON)</li> <li>Order Submission Date (TICKET_ID)</li> <li>Committed Due Date (DD)</li> <li>Service Type(CLASS_SVC_DESC)</li> </ul>	<ul> <li>Report Month</li> <li>BST Order Number</li> <li>Order Submission Date</li> <li>Committed Due Date</li> <li>Service Type</li> </ul>
<ul> <li>Hold Reason</li> <li>Total line/circuit count</li> <li>Geographic Scope</li> <li>NOTE: Code in parentheses is the corresponding header found in the raw data file.</li> </ul>	<ul> <li>Hold Reason</li> <li>Total line/circuit count</li> <li>Geographic Scope</li> </ul>
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trun UNEs-(See Appendix D)	nks -BST

# Report/Measurement: P-2. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices Definition:

When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.

# **Exclusions:**

- Orders held for CLEC end user reasons
- Orders submitted to BST through non-mechanized methods

# **Business Rules:**

When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.

# Calculation:

Average Jeopardy Interval =  $\Sigma$  [ (Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders Notified of Jeopardy in Reporting Period).

Percent of Orders Given Jeopardy Notice =  $\Sigma$  [ (Number of Orders Given Jeopardy Notices in Reporting Period) / (Number of Orders Confirmed (due) in Reporting Period)

# Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to BST Experience	
<ul> <li>Report Month</li> <li>BST Order Number</li> <li>Date and Time Jeopardy Notice sent</li> <li>Committed Due Date</li> <li>Service type</li> </ul>	-
	<ul> <li>BST Order Number</li> <li>Date and Time Jeopardy Notice sent</li> <li>Committed Due Date</li> </ul>

Revision Date: 01/05/00 (taf)

# Report/Measurement:

# P-3. Percent Missed Installation Appointments

#### Definition:

"Percent missed installation appointments" monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.

#### Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- End User Misses on Interconnection Trunks

#### **Business Rules:**

Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the confirmed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

#### Calculation:

Percent Missed Installation Appointments =  $\Sigma$  (Number of Orders Not Complete by Committed Due Date in Reporting Period) / (Number of Orders Confirmed in Reporting Period) X 100

# Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

# Level of Disaggregation:

- Reported in categories of <10 lines/circuits; > = 10 lines/circuits
- Dispatch/No Dispatch

Data Retained Relating to CLEC Experience  Data Retained Relating to BST Experience		
<ul> <li>Report Month</li> <li>CLEC Order Number and PON (PON)</li> <li>Committed Due Date (DD)</li> <li>Completion Date (CMPLTN DD)</li> <li>Status Type</li> <li>Status Notice Date</li> <li>Standard Order Activity</li> <li>Geographic Scope</li> <li>NOTE: Code in parentheses is the corresponding</li> </ul>	<ul> <li>Report Month</li> <li>BST Order Number</li> <li>Committed Due Date (DD)</li> <li>Completion Date (CMPLTN DD)</li> <li>Status Type</li> <li>Status Notice Date</li> <li>Standard Order Activity</li> <li>Geographic Scope</li> </ul>	
header found in the raw data file.  Retail Analog/Benchmark:		

CLEC Residence Resale / BST Residence Retail

CLEC Business Resale / BST Business Retail

CLEC Non-UNE Design / BST Design

Interconnection Trunks-CLEC / Interconnection Trunks -BST

UNEs-(See Appendix D)

# Report/Measurement:

# P-4. Average Completion Interval (OCI) & Order Completion Interval Distribution

#### Definition:

The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods.

#### Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)

#### **Business Rules:**

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BST issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BST's actual order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.

The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99 20-25 = 20-24.99, 25-30 = 25-29.99, >=30 = 30 and greater.

#### Calculation:

# Average Completion Interval:

 $\Sigma$  [ (Completion Date & Time) - (Order Issue Date & Time) ] /  $\Sigma$  (Count of Orders Completed in Reporting period) Order Completion Interval Distribution:

Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100

# Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

# Level of Disaggregation:

- ISDN Orders included in Non Design GA Only
- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >=30
- All Levels are reported <10 line/circuits; >=10 line/circuits

# PROVISIONING (Average Completion Interval (OCI) & Order Completion Interval Distribution - Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience	
Report Month	Report Month	
CLEC Company Name	BST Order Number	
Order Number (PON)	Order Submission Date & Time	
<ul> <li>Submission Date &amp; Time (TICKET_ID)</li> </ul>	Order Completion Date & Time	
Completion Date (CMPLTN_DT)	Service Type	
Service Type (CLASS_SVC_DESC)	Geographic Scope	
Geographic Scope		
NOTE: Code in parentheses is the corresponding header found in the raw data file.		
Retail Analog/Benchmark		
CLEC Residence Resale / BST Residence Retail		
CLEC Business Resale / BST Business Retail		
CLEC Non-UNE Design / BST Design		
Interconnection Trunks-CLEC / Interconnection Trunks-BST		
UNEs-(See Appendix D)		

# Report/Measurement:

# P-5. Average Completion Notice Interval

#### Definition:

The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.

#### **Exclusions:**

- Non-mechanized Orders
- Cancelled Service Orders
- Order Activities of BST associated with internal or administrative use of local services
- D & F orders

#### **Business Rules:**

Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC the work was complete and then he enters the completion time stamp information in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically. The start time is the completion stamp either by the field technician or the 5PM due date stamp; the end time is the time stamp the notice was submitted to the CLEC/BST system.

#### Calculation:

 $\Sigma$  (Date and Time of Notice of Completion) – (Date and Time of Work Completion) / (Number of Orders Completed in Reporting Period)

# Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

# Level of Disaggregation:

- Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval
- Reported in categories of <10 line/circuits; >= 10 line/circuits

# Data Retained Relating to CLEC Experience

- Report Month
- CLEC Order Number
- Work Completion Date
- Work Completion Time
- Completion Notice Availability Date
- Completion Notice Availability Time
- Service Type
- Activity Type
- Geographic Scope

# Data Retained Relating to BST Experience

- Report Month
- BST Order Number
- Work Completion Date
- Work Completion Time
- Completion Notice Availability Date
- Completion Notice Availability Time
- Service Type
- Activity Type
- Geographic Scope

NOTE: Code in parentheses is the corresponding header found in the raw data file.

NOTE: Code in parentheses is the corresponding header found in the raw data file.

# Retail Analog/Benchmark:

- CLEC Residence Resale / BST Residence Retail
- CLEC Business Resale / BST Business Retail
- CLEC Non-UNE Design / BST Design

Interconnection Trunks-CLEC / Interconnection Trunks-BST

UNEs - (See Appendix D)

#### Report/Measurement:

# P-6. Coordinated Customer Conversions

# Definition:

This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without INP, and where the CLEC has requested BST to provide a coordinated cutover.

#### **Exclusions:**

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop and loops where coordination in not requested.

#### **Business Rules:**

Where the service order includes INP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.

# Calculation:

 $\Sigma$  [(Completion Date and Time for Cross Connection of an Coordinated Unbundled Loop)- (Disconnection Date and Time of an Coordinated Unbundled Loop)] / Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period.

# Report Structure:

- CLEC Specific
- CLEC Aggregate

# Level of Disaggregation:

Reported in intervals <=5 minutes; >5,< =15 minutes; >15 minutes, plus Overall Average interval

# Data Retained Relating to CLEC Experience Report Month CLEC Order Number Committed Due Date (DD) Service Type (CLASS\_SVC\_DESC) Cutover Start Time Cutover Completion time Portability start and completion times (INP orders) Total Conversions (Items) NOTE: Code in parentheses is the corresponding header found in the raw data file.

Retail Analog/Benchmark:

There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark – See Appendix D

# Report/Measurement:

# P-7. % Provisioning Troubles within 30 days of Service Order Activity

#### Definition:

Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.

# **Exclusions:**

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.)
- D & F orders

#### **Business Rules:**

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report.

D & F orders are excluded as there is no subsequent activity following a disconnect.

#### Calculation:

% Provisioning Troubles within 30 days of Service Order Activity =  $\Sigma$  (Trouble reports on all completed orders  $\leq$  30 days following service order(s) completion) / (All Service Orders completed in the report calendar month) X 100

# Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

# Level of Disaggregation:

- Reported in categories of <10 line/circuits; > = 10 line/circuits
- Dispatch / No Dispatch

Dispatch / No Dispatch		
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience	
Report Month	Report Month	
CLEC Order Number and PON	BST Order Number	
Order Submission Date(TICKET_ID)	Order Submission Date	
Order Submission Time (TICKET_ID)	Order Submission Time	
Status Type	Status Type	
Status Notice Date	Status Notice Date	
Standard Order Activity	Standard Order Activity	
Geographic Scope	Geographic Scope	
NOTE: Code in parentheses is the corresponding header found in the raw data file.		

# Retail Analog/Benchmark:

- CLEC Residence Resale / BST Residence Retail
- CLEC Business Resale / BST Business Retail
- CLEC Non-UNE\_Design / BST Design

Interconnection Trunks-CLEC / Interconnection Trunks -BST

UNEs-(See Appendix D)

# Report/Measurement:

# P-8. Total Service Order Cycle Time (TSOCT)

#### Definition:

This report measures the total service order cycle time from receipt of a valid service order request to the completion of the service order.

#### Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.)
- D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.

#### **Business Rules:**

The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.

This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.

# Calculation:

# **Total Service Order Cycle Time**

 $\Sigma$ (Date and Time of Service Request Receipt) – (Completion Date and Time of Service Order) (SOCS HIST-CD DATE) / (Count of Orders Completed in Reporting Period)

#### Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

# Level of Disaggregation:

- Reported in categories of < 10 line/circuits; > = 10 line/circuits
- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, > = 30 Days

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul> <li>Report Month</li> <li>Interval for FOC</li> <li>CLEC Company Name</li> <li>Order Number (PON)</li> <li>Submission Date &amp; Time (TICKET_ID)</li> <li>Completion Date (CMPLTN_DT)</li> <li>Service Type (CLASS_SVC_DESC)</li> <li>Geographic Scope</li> <li>NOTE: Code in parentheses is the corresponding header found in the raw data file.</li> </ul>	<ul> <li>Report Month</li> <li>BST Order Number</li> <li>Order Submission Date &amp; Time</li> <li>Order Completion Date &amp; Time</li> <li>Service Type</li> <li>Geographic Scope</li> </ul>
Retail Analog/Benchmark	
See Appendix D	

# Report/Measurement: P-9. Service Order Accuracy GEORGIA ONLY Definition: The "service order accuracy" measurement measures the accuracy and completeness of BST service orders by comparing what was ordered and what was completed. **Exclusions:** Cancelled Service Orders Order Activities of BST associated with internal or administrative use of local services • & F orders **Business Rules:** A manual sampling of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BST. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order. Calculation: Percent Service Order Accuracy = $\Sigma$ (Orders Completed without Error) / $\Sigma$ (Orders Completed in Reporting Period) x 100 Report Structure: CLEC Aggregate Level of Disaggregation: • Reported in categories of <10 line/circuits; > = 10 line/circuits Dispatch / No Dispatch Data Retained Relating to CLEC Experience Data Retained Relating to BST Experience Report Month · Being investigated at this time CLEC Order Number and PON Local Service Request (LSR) Order Submission Date Committed Due Date Service Type Standard Order Activity NOTE: Code in parentheses is the corresponding header found in the raw data file. Retail Analog/Benchmark:

Revision Date: 01/05/00 (taf)

(Under Investigation)

# Report/Measurement:

# LNP - 10. Percent Missed Installation Appointments

#### Definition:

Percent Missed Installation Appointments monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.

#### **Exclusions:**

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

# **Business Rules:**

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

#### Calculation:

# Percent Missed Installation Appointments:

[ (Number of Orders Not Completed by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period)] X 100

# Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate

Report explanation: Total Missed Appointments is the total % of orders missed either by BST or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BST caused misses.

# Level of Disaggregation:

- Product Reporting Levels
  - > LNP
  - UNE Loop Associated w/LNP
  - Geographic Scope
    - State, Region

# Retail Analog/Benchmark:

See Appendix D

# PROVISIONING - (LNP)

# Report/Measurement:

# LNP-11. Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

#### Definition:

Disconnect Timeliness is defined as the interval between the time the LNP Gateway receives the 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time that the Disconnect service order for an LSR is completed in SOCS. This interval effectively measures BST responsiveness by isolating it from impacts that are caused by CLEC related activities.

#### **Exclusions:**

- Canceled Service Orders
- •. Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

#### **Business Rules:**

The Disconnect Timeliness interval is determined for the last Disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BST receives the last 'Number Ported' message for an LSR from NPAC (signifying the CLEC 'Activate') until the last Disconnect service order is completed in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected disconnect orders which have been completed.

#### Calculation:

# Average Disconnect Timeliness Interval:

 $\Sigma$ [ (Disconnect Service Order Completion Date & Time) - ('Number Ported' Message Received Date & Time) ] /  $\Sigma$  (Total Number of Disconnect Service Orders Completed in Reporting Period)

#### Disconnect Timeliness Interval Distribution:

[ $\Sigma$  (Disconnect Service Orders Completed in "X" days) / (Total Disconnect Service Orders Completed in Reporting Period)] X 100

# Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate

# Level of Disaggregation:

- Reported in day intervals = 0,1,2,3,4, 5, >5 days
- Product Reporting Levels
   ➤ LNP
- Geographic Scope

>State, Region

# Retail Analog/Benchmark:

See Appendix D

# Report/Measurement:

# LNP-12. Total Service Order Cycle Time

#### Definition:

Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.

#### Exclusions:

- Canceled Service Orders
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable
- "L" appointment coded orders (indicating the customer has requested a later than offered interval)
- "S" missed appointment coded orders (indicating subscriber missed reasons), except for "SP" codes (indicating subscriber prior due date requested).

#### **Business Rules:**

The interval is determined for each service request processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.

This interval starts with the receipt of a valid service request and stops when the technician or system completes all the related service orders for the LSR in SOCS. Elapsed time for each service request is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of service requests completed to produce the total service order cycle time.

# Calculation:

# Average Total Service Order Cycle Time:

 $\Sigma$ [ (Service Order Completion Date & Time) - (Service Request Receipt Date & Time)] /  $\Sigma$  (Total Number Service Requests Completed in Reporting Period)

# Total Service Order Cycle Time Interval Distribution:

[ $\Sigma$  (Total Number of Service Requests Completed in "X" minutes/hours) / (Total Number of Service Requests Received in Reporting Period)] X 100

# Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate
- "W" Appointment Code Only (Company Offered)

# Level of Disaggregation:

- Reported in day intervals 0 5, 5 10, 10 15, 15 20, 20 25, 25 30, >30 days
- Product Reporting Levels
  - > LNP
  - UNE Loop with LNP
- Geographic Scope
  - > State, Region

# Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00

(taf)

# Maintenance and Repair Level of Disaggregation

# **Product Reporting Levels**

- Resale / Retail
  - ➢ Pots − Residence
  - ➤ Pots Business
  - > PBX (Louisiana SQM)
  - > ESSX (Louisiana SQM)
  - > CENTREX (Louisiana SQM)
  - > ISDN (Louisiana SQM) (NOTE: ISDN Troubles included in Non-Design Georgia Only)
  - Design
- Unbundled Network Elements
  - ➤ UNE Design
  - ➤ UNE Non Design
  - ➤ UNE 2 Wire Loop (Louisiana SQM)
  - UNE Loop Other (Louisiana SQM)Unbundled Ports (Louisiana SQM)

  - ➤ UNE Other Non Design (Louisiana SQM)
- Trunks
  - > Local Interconnection Trunks
- Dispatch/No Dispatch categories applicable to all product levels
- Geographic Scope
  - > State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

# **MAINTENANCE & REPAIR**

#### Report/Measurement:

# M&R-1. Missed Repair Appointments

#### Definition:

The percent of trouble reports not cleared by the committed date and time.

#### **Exclusions:**

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

# **Business Rules:**

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.

# Calculation:

Percentage of Missed Repair Appointments =  $\Sigma$  (Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time) /  $\Sigma$  (Total Trouble reports closed in Reporting Period) X 100

# Report Structure:

- •. CLEC Specific
- •. CLEC Aggregate
- •. BST Aggregate

BST Aggregate		
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience	
<ul> <li>Report Month</li> <li>CLEC Company Name</li> <li>Submission Date &amp; Time (TICKET_ID)</li> <li>Completion Date (CMPLTN_DT)</li> <li>Service Type (CLASS_SVC_DESC)</li> <li>Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>Geographic Scope</li> <li>NOTE: Code in parentheses is the corresponding header found in the raw data file.</li> </ul>	<ul> <li>Report Month</li> <li>BST Company Code</li> <li>Submission Date &amp; Time</li> <li>Completion Date</li> <li>Service Type</li> <li>Disposition and Cause (Non-Design /Non-Special Only)</li> <li>Trouble Code (Design and Trunking Services)</li> <li>Geographic Scope</li> </ul>	
Th		

# Retail Analog/Benchmark

- CLEC Residence-Resale / BST Residence-Retail
- CLEC Business-Resale / BST Business-Retail
- CLEC Design-Resale / BST Design-Retail
- CLEC PBX, Centrex, and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
- CLEC Trunking-Resale / BST Trunking-Retail
- UNEs (See Appendix D)

Revision Date: 02/22/00 (see)

#### Report/Measurement:

## M&R-2. Customer Trouble Report Rate

#### Definition:

Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.

#### Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with administrative service.
- Customer provided Equipment (CPE) troubles or CLEC equipment troubles.

#### **Business Rules:**

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination that exist for the CLEC's and BST respectively at the end of the report month.

## Calculation:

Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100

#### Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul> <li>Report Month</li> <li>CLEC Company Name</li> <li>Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>Ticket Completion Date (CMPLTN_DT)</li> <li>Service Type (CLASS_SVC_DESC)</li> <li>Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li># Service Access Lines in Service at the end of period</li> <li>Geographic Scope</li> <li>NOTE: Code in parentheses is the corresponding header found in the raw data file.</li> </ul>	<ul> <li>Report Month</li> <li>BST Company Code</li> <li>Ticket Submission Date &amp; Time</li> <li>Ticket Completion Date</li> <li>Service Type</li> <li>Disposition and Cause (Non-Design / Non-Special Only)</li> <li>Trouble Code (Design and Trunking Services)</li> <li># Service Access Lines in Service at the end of period</li> <li>Geographic Scope</li> </ul>

## Retail Analog/Benchmark:

- CLEC Residence-Resale / BST Residence Retail
- CLEC Business-Resale / BST Business-Retail
- CLEC Design-Resale / BST Design-Retail
- CLEC PBX, Centrex and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
- CLEC Trunking-Resale / BST Trunking-Retail
- UNEs (See Appendix D)

Revision Date: 02/22/00 (see)

## Report/Measurement:

# M&R-3. Maintenance Average Duration

#### Definition:

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

#### **Exclusions:**

- Trouble reports canceled at the CLEC request
- BST trouble reports associated with administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles.
- Trouble reports greater than 10 days

## **Business Rules:**

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the customer notified (when the technician completes the trouble ticket on his/her CAT or work system).

NOTE: Customer can be BST or CLEC

#### Calculation:

Maintenance Average Duration =  $\Sigma$ (Date and Time of Service Restoration) – (Date and Time Trouble Ticket was Opened) /  $\Sigma$ ( Total Closed Troubles in the reporting period)

#### Report Structure:

- CLEC Specific
- BST Aggregate
- CLEC Aggregate

CLEC Aggregate		
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience	
Report Month	Report Month	
<ul> <li>Total Tickets (LINE_NBR)</li> </ul>	Total Tickets	
<ul> <li>CLEC Company Name</li> </ul>	BST Company Code	
<ul> <li>Ticket Submission Date &amp; Time (TIME_ID)</li> </ul>	Ticket Submission Date	
<ul> <li>Ticket Completion Date (CMPLTN_DT</li> </ul>	Ticket submission Time	
<ul> <li>Service Type (CLASS_SVC_DESC)</li> </ul>	Ticket completion Date	
<ul> <li>Disposition and Cause (CAUSE_CD &amp;</li> </ul>	Ticket Completion Time	
CAUSE_DESC)	Total Duration Time	
Geographic Scope	Service Type	
NOTE: Code in parentheses is the corresponding header found in the raw data file.	<ul> <li>Disposition and Cause (Non – Design /Non-Special Only)</li> </ul>	
	Trouble Code (Design and Trunking Services)	
	Geographic Scope	

## Retail Analog/Benchmark:

- CLEC Residence-Resale / BST Residence-Resale
- CLEC Business-Resale / BST Business-Retail
- CLEC Design-Resale / BST Design-Retail
- CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
- CLEC Trunking-Resale /BST Trunking-Retail
- UNEs (See Appendix D)

Revision Date: 02/22/00 (see)

#### Report/Measurement:

## M&R-4. Percent Repeat Troubles within 30 Days

#### Definition:

Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.

#### **Exclusions:**

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

## **Business Rules:**

Includes Customer trouble reports received within 30 days of an original Customer trouble report.

#### Calculation:

Percent Repeat Troubles within 30 Days = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / ( Total Trouble Reports Closed in Reporting Period) X 100

#### Report Structure:

- CLEC Specific
- **CLEC Aggregate**

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## Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence-Retail

header format found in the raw data file.

- CLEC Business-Resale / BST Business-Retail
- CLEC Design-Resale / BST Design-Retail

NOTE: Code parentheses is the corresponding

- CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
- CLEC Trunking-Resale / BST Trunking-Retail
- UNEs Retail Analog (See Appendix D)

Revision date: 02/22/00 (see)

## Report/Measurement:

# M&R-5. Out of Service (OOS) > 24 Hours

#### Definition:

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

#### **Exclusions:**

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

#### **Business Rules:**

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.

#### Calculation:

Out of Service (OOS) > 24 hours = ( Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100

## Report Structure:

- CLEC Specific
- BST Aggregate
- CLEC Aggregate

02207755105410		
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience	
Report Month	Report Month	
Total Tickets	Total Tickets	
CLEC Company Name	BST Company Code	
<ul> <li>Ticket Submission Date &amp; Time (TICKET_ID)</li> </ul>	Ticket Submission Date	
<ul> <li>Ticket Completion Date (CMPLTN_DT</li> </ul>	Ticket Submission time	
<ul> <li>Percentage of Customer Troubles out of</li> </ul>	Ticket Completion Date	
<ul><li>Service &gt; 24 Hours (OOS&gt;24_FLAG)</li></ul>	Ticket Completion Time	
<ul> <li>Service type (CLASS_SVC_DESC)</li> </ul>	<ul> <li>Percent of Customer Troubles out of Service &gt; 24 Hours</li> </ul>	
<ul> <li>Disposition and Cause (CAUSE_CD &amp;</li> </ul>	Service type	
CAUSE-DESC)	<ul> <li>Disposition and Cause (Non – Design/Non-Special only)</li> </ul>	
Geographic Scope	Trouble Code (Design and Trunking Services)	
	Geographic Scope	
NOTE: Code in parentheses is the corresponding		
header found in the raw data file.		

## Retail Analog/Benchmark:

- CLEC Residence-Resale / BST Residence- Retail
- CLEC Business-Resale / BST Business-Retail
- CLEC Design-Resale / BST Design-Retail
- CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
- CLEC Trunking-Resale /BST Trunking- Retail
- UNEs Retail Analog (See Appendix D)

Revision Date: 02/22/00 (see)

Report/Measurement:

M&R-6. Average Answer Time - Repair Centers

#### Definition:

This measures the average time a customers is in Que.

#### **Exclusions:**

None

#### **Business Rules:**

This measure is designed to measure the time required for CLEC & BST from the time of the ACD choice to the time of being answered. The clock starts when the CLEC Rep makes a choice to be put in queue for the next repair attendant and the clock stops when the repair attendant answers the call.

(NOTE: The Column is a combined BST Residence and Business number)

## Level of Disaggregation:

Region. CLEC/BST Service Centers and BST Repair Centers are regional.

#### Calculation:

Average Answer Time for BST's Repair Centers = (Time BST Repair Attendant Answers Call) – (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period)

#### Report Structure:

- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
CLEC Average Answer Time	BST Average Answer Time
Retail Analog/Benchmark:	

#### Retail Analog Benchmark

For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BST Repair Centers.

See Appendix D

Revision Date: 02/22/00 (see)

#### Report/Measurement:

**B-1.** Invoice Accuracy

#### Definition:

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

#### **Exclusions:**

 Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)

#### **Business Rules:**

The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers BST. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.

#### Calculation:

Invoice Accuracy = (Total Billed Revenues during current month) – (Billing Related Adjustments during current month) / Total Billed Revenues during current month X 100

## Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

## Level of Disaggregation:

- Product / Invoice Type
  - > Resale
  - > UNE
  - > Interconnection
- Geographic Scope
  - Region

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:	···
Report Month	Report Month	
Invoice Type	Retail Type	
Total Billed Revenue	> CRIS	
Billing Related Adjustments	➤ CABS	
•	Total Billed Revenue	
	Billing Related Adjustments	
Retail Analog/Benchmark		

#### Retail Analog/Benchmark

CLEC Invoice Accuracy is comparable to BST Invoice Accuracy See Appendix D

Report/Measurement:

B-2. Mean Time to Deliver Invoices

#### Definition:

This measure provides the mean interval for billing invoices

#### **Exclusions:**

Any invoices rejected due to formatting or content errors.

#### **Business Rules:**

Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.

#### Calculation:

Mean Time To Deliver Invoices =  $\Sigma$ \_[(Invoice Transmission Date)– (Close Date of Scheduled Bill Cycle)] / (Count of Invoices Transmitted in Reporting Period)

## Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

## Level of Disaggregation:

- Product / Invoice Type
  - > Resale
  - > UNE
  - > Interconnection
  - Geographic Scope
    - > Region

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
Report Month	Report Month
Invoice Type	Retail Type
Invoice Transmission Count	> CRIS
Date of Scheduled Bill Close	➤ CABS
	Invoice Transmission Count
	Date of Scheduled Bill Close

## Retail Analog/Benchmark:

CRIS-based invoices will be released for delivery within six (6) business days

CABS-based invoices will be released for delivery within eight (8) calendar days.

CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BST Average delivery for both systems.

See Appendix D

#### Report/Measurement:

**B-3.** Usage Data Delivery Accuracy

#### Definition:

This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.

## **Exclusions:**

None

#### **Business Rules:**

The accuracy of the data delivery of usage records delivered by BST to the CLEC must enable them to provide a degree of accuracy comparative to BST bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.

#### Calculations:

Usage Data Delivery Accuracy =  $\Sigma$ [(Total number of usage data packs sent during current month) – (Total number of usage data packs requiring retransmission during current month)] / (Total number of usage data packs sent during current month) X 100

## Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

## Level of Disaggregation:

- Geographic Scope
  - Region

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
Report Month	Report Month
<ul> <li>Record Type</li> </ul>	Record Type
BellSouth Recorded	
Non BellSouth Recorded	
Detail Anglog/Penchmarks	

#### Retail Analog/Benchmark:

CLEC Usage Data Delivery Accuracy is comparable to BST Usage Data Delivery Accuracy See Appendix D

#### Report/Measurement:

## **B-4.** Usage Data Delivery Completeness

#### Definition:

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

## **Exclusions:**

None

#### **Business Rules:**

The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.

#### Calculation:

Usage Data Delivery Completeness =  $\Sigma$ (Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date) /  $\Sigma$ (Total number of Recorded usage records delivered during the current month) X 100

## Report Structure

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

#### Level of Disaggregation:

- Geographic Scope
  - Region

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
Report Month	Report Monthly
Record Type	Record Type
➢ BellSouth Recorded	
Non BellSouth Recorded	
Non Densoudi Recorded	

#### Retail Analog/Benchmark:

CLEC Usage Delivery Completeness is comparable to BST Usage Delivery Completeness See Appendix D

#### Report/Measurement:

## **B-5.** Usage Data Delivery Timeliness

#### Definition:

This measurement provides a percentage of recorded usage data (usage recorded by BST and usage recorded by other companies and sent to BST for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

#### **Exclusions:**

None

#### **Business Rules:**

The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BST receives the records to the date BST distributes to the CLEC. Method of delivery is at the option of the CLEC.

#### Calculation:

Usage Data Delivery Timeliness =  $\Sigma$ (Total number of usage records sent within six (6) calendar days from initial recording/receipt) /  $\Sigma$ (Total number of usage records sent) X 100

## Report Structure:

- CLEC Aggregate
- CLEC Specific
- BST Aggregate

## Level of Disaggregation:

- Geographic Scope
  - > Region

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
Report Month	Report Monthly
• Record Type  ➤ BellSouth Recorded	Record Type
Non-BellSouth Recorded	

#### Retail Analog/Benchmark:

CLEC Usage Data Delivery Timeliness is comparable to BST Usage Data Delivery Timeliness

See Appendix D

## Report/Measurement:

B-6. Mean Time to Deliver Usage

#### Definition:

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

#### Exclusions:

None

#### **Business Rules:**

The purpose of this measurement is to demonstrate the average number of days it takes BST to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

#### Calculation:

Mean Time to Deliver Usage =  $\Sigma_{\text{(Record volume X estimated number of days to deliver the Usage Record)} / total record volume$ 

## Report Structure:

- CLEC Aggregate
- CLEC Specific
- BST Aggregate

## Level of Disaggregation:

- Geographic Scope
  - > Region

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:	
Report Month	Report Monthly	
<ul> <li>Record Type</li> <li>BellSouth Recorded</li> <li>Non-BellSouth Recorded</li> </ul>	Record Type	
Detail Analog/Renchmark		

#### Retail Analog/Benchmark:

Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BST See Appendix D

#### Report/Measurement:

OS-1. Speed to Answer Performance/Average Speed to Answer - Toll

#### Definition:

Measurement of the average time in seconds calls wait before answered by a toll operator.

## **Exclusions:**

Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.

#### **Business Rules:**

The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.

#### Calculation:

The Average Speed to Answer for toll is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services toll centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.

#### Report Structure:

- Reported for the aggregate of BST and CLECs
  - ➤ State

## Level of Disaggregation:

None

#### Data Retained (on Aggregate Basis)

For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.

- Month
- Call Type (Toll)
- Average Speed of Answer

## Retail Analog/Benchmark

Parity by Design

See Appendix D

#### Report/Measurement:

## OS-2. Speed to Answer Performance/Percent Answered within "X" Seconds - Toll

#### Definition:

Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.

#### **Exclusions:**

Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.

#### **Business Rules:**

The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.

#### Calculation:

The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

#### Report Structure:

- Reported for the aggregate of BST and CLECs
  - > State

## Level of Disaggregation:

None

#### Data Retained (on Aggregate Basis)

For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.

- Month
- Call Type (Toll)
- Average Speed of Answer

## Retail Analog/Benchmark

Parity by Design

See Appendix D

#### Report/Measurement:

OS-3. Speed to Answer Performance/Average Speed to Answer - Directory Assistance (DA)

#### Definition:

Measurement of the average time in seconds calls wait before answer by a DA operator.

#### **Exclusions:**

Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.

#### **Business Rules:**

The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.

#### Calculation:

The Average Speed to Answer for DA is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.

#### Report Structure:

- Reported for the aggregate of BST and CLECs
  - ➤ State

## Level of Disaggregation:

None

## Data Retained (on Aggregate Basis)

For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.

- Month
- Call Type (DA)
- Average Speed of Answer

# Retail Analog/Benchmark

Parity by Design

See Appendix D

## Report/Measurement:

OS-4. Speed to Answer Performance/Percent Answered within "X" Seconds - Directory Assistance (DA)

#### Definition

Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.

#### **Exclusions:**

Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.

#### **Business Rules:**

The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.

#### Calculation:

The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

## Report Structure:

- Reported for the aggregate of BST and CLECs
  - State

#### Level of Disaggregation:

None

#### Data Retained (on Aggregate Basis)

For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.

- Month
- Call Type (DA)
- Average Speed of Answer

#### Retail Analog/Benchmark

Parity by Design

See Appendix D

#### E911

## Report/Measurement:

## E-1. Timeliness

#### Definition:

Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.

#### **Exclusions:**

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

#### **Business Rules:**

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records.

#### Calculation:

E911 Timeliness =  $\Sigma$  (Number of batch orders processed within 24 hours + Total number of batch orders submitted) X 100

## Report Structure:

- Reported for the aggregate of CLEC resale updates and BST retail updates
  - > State
  - > Region

## Levels of Disaggregation:

None

## Data Retained

- Report month
- Aggregate data

## Retail Analog/Benchmark

Parity by Design

See Appendix D

## E911

## Report/Measurement:

#### E-2. Accuracy

#### Definition:

Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors.

## **Exclusions:**

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

## **Business Rules:**

Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records.

#### Calculation:

E911 Accuracy =  $\Sigma$ (Number of record individual updates processed with no errors  $\div$  Total number of individual record updates) X 100

## Report Structure:

- Reported for the aggregate of CLEC resale updates and BST retail updates
  - ➤ State
  - > Region

## Level of Disaggregation:

None

#### Data Retained

- Report month
- Aggregate data

## Retail Analog/Benchmark

Parity by Design

See Appendix D

#### E911

## Report/Measurement:

## E-3. Mean Interval

#### Definition:

Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).

#### **Exclusions:**

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

#### **Business Rules:**

The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records.

#### Calculation:

E911 Mean Interval =  $\Sigma$  (Date and time of batch order completion – Date and time of batch order submission) ÷ (Number of batch orders completed)

## Report Structure:

- Reported for the aggregate of CLEC resale updates and BST retail updates
  - > State
  - > Region

## Level of Disaggregation:

None

## Data Retained (on Aggregate Basis)

- Report month
- Aggregate data

## Retail Analog/Benchmark

Parity by Design

See Appendix D

## TRUNK GROUP PERFORMANCE

#### Report/Measurement:

TGP-1. Trunk Group Performance-Aggregate

#### Definition:

A report of aggregate blocking information for CLEC trunk groups and BellSouth trunk groups.

#### **Exclusions:**

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

#### **Business Rules:**

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.
- For each geographic area, plots are generated for: a) the monthly blocking by hour for each affecting group (BellSouth or CLEC), and b) the difference between BellSouth blocking data and CLEC blocking data is calculated and plotted.
- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.
- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

#### **CLEC Affecting Categories:**

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

#### BellSouth Affecting Category:

•	Point A	<u>Point B</u>
Category 9:	BellSouth End Office	BellSouth End Office

## TRUNK GROUP PERFORMANCE - (Trunk Group Performance-Aggregate - Continued)

#### Calculation:

#### Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) /  $\Sigma$  (Total number of valid measurement days within each week)

Example:		Week 1	Week 2	Week 3	Week 4	<b>Monthly</b>
Hour						
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows: 1.2%

(1x5)+(0.5x5)+(2x4)+(1.5x4)(5+5+4+4)

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / \(\Sigma\) (number of trunks in the aggregate group)

Example:	Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	BlockingHour 24
	<u>A</u>	24	3%	0%	1%	0%	0%
	В	144	2%	0%	1%	0.5%	0.5%
	С	528	0%	0.5%	1%	1%	1%
	D	316	1%	0%	1%	0.1%	0%
	E	940	1%	1%	4%	0%	0%
	Aggregate		0.8%	0.6%	2 4%	0.3%	0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

(3x24)+(2x144)+(0x528)+(1x316)+(1x940) = 0.8%

(24+144+528+316+940)

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

## Report Structure:

- **CLEC Aggregate** 
  - > State

#### Level of Disaggregation:

Trunk Group			
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience		
Report Month	Report Month		
Total Trunk Groups	Total Trunk Groups		
Number of Trunk Groups by CLEC	Aggregate Hourly average blocking		
Hourly average blocking per trunk group			

#### Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

## TRUNK GROUP PERFORMANCE

## Report/Measurement:

TGP-2. Trunk Group Performance-CLEC Specific

#### Definition:

A report of blocking information for CLEC trunk groups.

#### Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

#### **Business Rules:**

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.
- For each geographic area, plots are generated for the monthly blocking by hour
- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.
- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for CLEC trunk groups. In order to assign trunk groups to the CLEC group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

## **CLEC Affecting Categories:**

	Point A	<u>Point B</u>
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

## TRUNK GROUP PERFORMANCE - (Trunk Group Performance-CLEC Specific - Continued)

#### Calculation:

## Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) /  $\Sigma$  (Total number of valid measurement days within each week)

Example:		Week 1	Week 2	Week 3	Week 4	<b>Monthly</b>
Hour						
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	5
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

 $\frac{(1x5)+(0.5x5)+(2x4)+(1.5x4)}{(5+5+4+4)} = 1.2\%$ 

(- - /

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) /  $\Sigma$  (number of trunks in the aggregate group)

Example:	Trunk	Trunks in	Blocking	Blocking	Blocking	Blocking	Blocking
	Group	Service	Hour 1	Hour 2	Hour 3	Hour 4	Hour 24
	Α	24	3%	0%	1%	0%	0%
	В	144	2%	0%	1%	0.5%	0.5%
	С	528	0%	0.5%	1%	1%	1%
	D	316	1%	0%	1%	0.1%	0%
	E	940	1%	1%	4%	0%	0%
	Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

(3x24)+(2x144)+(0x528)+(1x316)+(1x940) = 0.8%

(24+144+528+316+940)

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

#### Report Structure:

- CLEC Specific
- Trunk Group

## Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience	
Report Month	Report Month	
Total Trunk Groups	Total Trunk Groups	
Number of Trunk Groups by CLEC	Aggregate Hourly average blocking	
Hourly average blocking per trunk group		

#### Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

## TRUNK GROUP PERFORMANCE

#### Report/Measurement:

## TGP-3. Trunk Group Service Report

#### Definition:

A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.

#### Exclusions:

- Trunk groups for which valid traffic data is not available
- High use trunk groups

#### **Business Rules:**

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

#### Calculation:

Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

#### Report Structure:

- BST Aggregate
  - > CTTG
  - ➤ Local
- CLEC Aggregate
  - ➢ BST Administered CLEC Trunk
  - > CLEC Administered CLEC Trunk
- CLEC Specific
  - BST Administered CLEC Trunk
  - CLEC Administered CLEC Trunk

## Level of Disaggregation:

#### State

State	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul> <li>Report month</li> <li>Total trunk groups</li> <li>Total trunk groups for which data is available</li> <li>Trunk groups with blocking greater than the MBT</li> <li>Percent of trunk groups with blocking greater than the MBT</li> </ul>	<ul> <li>Report month</li> <li>Total trunk groups</li> <li>Total trunk groups for which data is available</li> <li>Trunk groups with blocking greater than the MBT</li> <li>Percent of trunk groups with blocking greater than the MBT</li> </ul>
Retail Analog/Benchmark:	

CLEC Trunk Blockage/BST Trunk Blockage

See Appendix D

## TRUNK GROUP PERFORMANCE

## Report/Measurement:

## TGP-4. Trunk Group Service Detail

#### Definition:

A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.

#### **Exclusions:**

- Trunk groups for which valid traffic data is not available
- High use trunk groups

#### **Business Rules:**

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (Bellcore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

#### Calculation:

Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

#### Report Structure:

- . BST Specific
  - > .Traffic Identity
  - > TGSN
  - > Tandem
  - > End Office
  - Description
  - > Observed Blocking
  - > Busy Hour
  - > Number Trunks
  - > Valid study days
  - > Number reports
  - Remarks

- CLEC Specific
  - > Traffic Identity
  - > TGSN
  - > Tandem
  - CLEC POT
  - Description
  - Observed Blocking
  - Busy Hour
  - > Number Trunks
  - Valid study days
  - Number reports
  - Remarks

#### Level of Disaggregation:

#### State

## Data Retained Relating to CLEC Experience

- Report month
- Total trunk groups
- Total trunk groups for which data is available
- Trunk groups with blocking greater than the MBT
- Percent of trunk groups with blocking greater than the MBT
- Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports

# Data Retained Relating to BST Experience Report month

- Total trunk groups
- Total trunk groups for which data is available
- Trunk groups with blocking greater than the MBT
- Percent of trunk groups with blocking greater than the MBT
- Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports

#### Retail Analog/Benchmark:

CLEC Trunk Blockage/BST Blockage

See Appendix D

# **COLLOCATION**

## Report/Measurement:

## C-1. Average Response Time

#### Definition:

Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.

#### Exclusions

- Requests to augment previously completed arrangements
- Any application cancelled by the CLEC

#### **Business Rules:**

The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request.

#### Calculation

Average Response Time =  $\Sigma$ (Request Response Date) – (Request Submission Date) / Count of Responses Returned within Reporting Period.

## Report Structure:

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

## Level of Disaggregation:

- State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)
- Virtual
- Physical

#### Data Retained:

- Report period
- Aggregate data

#### Retail Analog/Benchmark:

See Appendix D

#### COLLOCATION

#### Report/Measurement:

## C-2. Average Arrangement Time

#### Definition

Measures the average time from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.

#### **Exclusions:**

- Any Bona Fide firm order cancelled by the CLEC
- Bona Fide firm orders to augment previously completed arrangements
- Time for BST to obtain permits
- Time during which the collocation contract is being negotiated

#### **Business Rules:**

The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement.

#### Calculation:

Average Arrangement Time =  $\Sigma$ (Date Collocation Arrangement is Complete) – (Date Order for Collocation Arrangement Submitted) / Total Number of Collocation Arrangements Completed during Reporting Period.

#### Report Structure:

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

#### Level of Disaggregation:

- State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)
- Virtual
- Physical

## Data Retained:

- Report period
- Aggregate data

## Retail Analog/Benchmark:

See Appendix D

## **COLLOCATION**

## Report/Measurement:

## C-3. Percent of Due Dates Missed

#### Definition:

Measures the percent of missed due dates for collocation arrangements.

#### **Exclusions:**

- Any Bona Fide firm order cancelled by the CLEC
- Bona Fide firm orders to augment previously completed arrangements
- Time for BST to obtain permits
- Time during which the collocation contract is being negotiated

#### **Business Rules:**

The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops on the date that BST completes the collocation arrangement.

#### Calculation:

% of Due Dates Missed = Σ (Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period)
/ Number of Orders Completed in Reporting Period) X 100

## Report Structure:

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

## Level of Disaggregation:

- State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area-MSA)
- Virtual
- Physical

## Data Retained:

- Report period
- Aggregate data

## Retail Analog/Benchmark:

90% ≤ Commit Date

# Appendix A: Reporting Scope\*

Standard Service Groupings	Pre-Order, Ordering
Standard Service Starbings	> Resale Residence
	> Resale Business
	➤ Resale Special
	➤ Local Interconnection Trunks
	> UNE
	> UNE - Loops w/LNP
	<u>Provisioning</u>
	➤ UNE Non-Design
	➤ UNE Design
	➤ Local Interconnection Trunks
	➤ Resale Residence
	➤ Resale Business
	➤ Resale Design
	➤ BST Trunks
	➤ BST Residence Retail
	➤ BST Business Retail
	➤ BST Design Retail
	Maintenance and Repair
	> Local Interconnection Trunks
	➤ UNE Non-Design
	➤ UNE Design
	➤ Resale Residence
	➤ Resale Business
	➤ Resale Design
	> BST Interconnection Trunks
	➤ BST Residence Retail
	➤ BST Business Retail
	➤ BST Design Retail
	Local Interconnection Trunk Group Blockage
	➤ BST CTTG Trunk Groups
	➤ CLEC Trunk Groups

# Appendix A: Reporting Scope\*

Standard Service Order Activities	➤ New Service Installations  ➤ Service Migrations Without Changes  ➤ Service Migrations With Changes
These are the generic BST/CLEC service order activities which are included in the	<ul> <li>Service Migrations With Changes</li> <li>Move and Change Activities</li> </ul>
Pre-Ordering, Ordering, and Provisioning	> Service Disconnects (Unless noted otherwise)
sections of this document. It is not meant to indicate specific reporting categories.	P Service Disconnects (Offices noted otherwise)
7 7 7	
Pre-Ordering Query Types:	➤ Address
	> Telephone Number
	> Appointment Scheduling
	> Customer Service Record
	> Feature Availability
Maintenance Query Types:	
Report Levels	> CLEC RESH
ttopo.v zovob	> CLEC MSA
	> CLEC State
	> CLEC Region
	➤ Aggregate CLEC State
	➤ Aggregate CLEC Region
	➤ BST State
	➤ BST Region

<sup>\*</sup> Scope is report, data source and system dependent, and, therefore, will differ with each report.

Appendix B: Glossary of Acronyms and Terms

A	ACD	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
	AUTO CLARIFICATION	The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.
В	BILLING	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
C	CKTID	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.

# Appendix B: Glossary of Acronyms and Terms - Continued

C	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	сттс	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information
E	E911	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FATAL REJECT	The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated
	FLOW- THROUGH	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

# Appendix B: Glossary of Acronyms and Terms - Continued

G		
Н	HAL	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		
L	LCSC	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request – A request for local resale service or unbundled network elements from a CLEC.
М	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

Appendix B: Glossary of Acronyms and Terms - Continued

N	NC	"No Circuits" - All circuits busy announcement
0	OASIS	Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	oss	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
_	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	POTS	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service

Appendix B: Glossary of Acronyms and Terms - Continued

Q		
R	RNS	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
		RSAG software contract for address search
	RSAGADDR	RSAG software contract for telephone number search
	RSAGTN	
S	SOCS	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	TAFI	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	TAG	Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.
i	TN	Telephone Number
	TOTAL MANUAL FALLOUT	The number of LSRs which are entered electronically but require manual entering into a service order generator.
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

## Appendix C

#### **BELLSOUTH'S AUDIT POLICY:**

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) for each of the next five (5) years (2000 – 2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

- 1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.
- 2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
- 3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

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Percent Response Received within "X" seconds	MEASURES AND SUB-METRICS			
Percent Response Received within OSS Interface Availability  Percent Flow-Through Service Request  Residence  Business  UNE  Percent Rejected Service Request  Reject Interval (Mechanized)  Reject Interval (Mon-Mechanized)  Resale Residence  Resale Business  Resale Design  Resale Design  Resale Design  Resale IDSN  UNE Loop and Port Combos  UNE 2w Loop with NP - Non-De  UNE 2w Loop with NP - Non-De  UNE 2w Loop without NP - Non-De  UNE Loop Other without NP Non-De		Retail	UNES Retail Analogue	Benchmark*
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UNE Loop Other with NP – Design	- Design		Retail Design	

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		APPENDIX D Analogs and Benchmarks			
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Resale PBX         X           Resale Centrex         X           Resale IDSN         X           UNE Loop and Port Combos         X           UNE 2w Loop with NP - Non-Design         Control of the with NP - Non-Design           UNE Loop Other with NP Non-Design         Control of the with NP Non-Design			×		1
Resale Centrex Resale IDSN UNE Loop and Port Combos UNE 2w Loop with NP – Non-Design UNE 2w Loop without NP – Non-Design UNE Loop Other with NP Non-Design			×		
Resale IDSN  UNE Loop and Port Combos  UNE 2w Loop with NP – Non-Design  UNE 2w Loop without NP – Non-Design  UNE 2w Loop without NP – Non-Design			×		
UNE Loop and Port Combos  UNE 2w Loop with NP – Non-Design  UNE 2w Loop without NP – Non-Design  UNE Loop Other with NP Non-Design			×		
UNE 2w Loop with NP – Non-Design UNE 2w Loop without NP – Non-Design UNE Loop Other with NP Non-Design				Retail Residence and Business	
UNE 2w Loop without NP – Non-Design UNE Loop Other with NP Non-Design				Retail Residence and Business	
UNE Loop Other with NP Non-Design				Retail Residence and Business	
				Retail Residence and Business	

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	Apple and Benchmarks			
BST SQM	MEASURES AND SUB-METRICS	RESALE	UNES Botoil Apploans	Benchmark*
Category		Retall Analogue	Retall Allalogue	
	LINE Loop Other without NP Non-Design		Retail Residence and Business	
	LINE Other Non Design		Retail Residence and Business	
			Retail Residence and Business	
			Retail Residence and Business	
	INF Lon Other with NP - Design		Retail Design	
			Retail Design	
	INF Other Design		Retail Design	
		×		
				You
	Resale Residence	×		
		×		
		×		
	1	×		
		×		
		×		
			Retail Residence and Business	
			Retail Residence and Business	
			Retail Residence and Business	
	Line Loop Other with NP Non-Design		Retail Residence and Business	
			Retail Residence and Business	
	UNE Other Non Design		Retail Residence and Business	
	1		Retail Residence and Business	
			Retail Residence and Business	
			Retail Design	
	1		Retail Design	
	1		Retail Design	
		×		
	2			
	Resale Residence	×		
	Resale Business	×		
	Resale Design	×		
	Resale PBX	×		
	Resale Centrex	×		
	1			

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RESALE   DNE SUB-METRICS   RESALE   DNE SUB-METRICS		Appendix D Analogs and Benchmarks			
Resale IDSN	BSTSQM	<b>B-4</b>	RESALE		Downtown
Resale IDSN  UNE Loop and Port Combos  UNE Zw Loop with NP - Non-Design  UNE Loop Other with NP Non-Design  UNE Loop Other with NP Non-Design  UNE Loop Other with NP - Design  UNE Completion Notice Interval - Resale POTS (Mech)  Resale Design  Local Interconnection Trunks  Resale Design  UNE Other Design  UNE Completion Notice Interval - Resale POTS  Resale Design  UNE Completion Notice Interval - Resale Design  UNE Completion Notice Interval - Resale Design  UNE Completion Notice Interval - Resale Design  UNE Completion Notice Interval - Resale Design  UNE Loop other with UP - Non-Design  UNE Loop Other with UP - Design  UNE Zw Loop with UP - Design  UNE Zw Loop with UP - Design  UNE Zw Loop with UP - Design  UNE Zw Loop with UP - Design  UNE Zw Loop with UP - Design  UNE Zw Loop with UP - Design  UNE Zw Loop without NP - Design  UNE Loop Other without NP - Design  UNE Charlos Cher without NP - Cher without NP - Cher without NP - Cher NP - Cher W	Category		Retail Analogue	Ketall Analogue	Deficilitials
UNE Loop and Port Combos  UNE 2w Loop with NP – Non-Design  UNE 2w Loop with NP – Non-Design  UNE Loop Other with NP Non-Design  UNE Cyther Non Design  UNE 2w Loop with NP – Design  UNE 2w Loop with NP – Design  UNE Cyther Design  UNE Cyther Design  UNE Cyther Design  UNE Cyther Design  UNE Cyther With NP – Design  UNE Cyther Design  UNE Cyther Design  UNE Cyther Design  UNE Cyther Design  UNE Cyther Design  UNE Cyther Design  UNE Loop Other with NP – Design  UNE Loop and Port Combos  Resale Residence  Resale Design  Resale Centrex  Resale Design  UNE Loop with NP – Non-Design  UNE Loop other with NP – Non-Design  UNE Loop Other with NP – Non-Design  UNE Loop Other with NP – Design  UNE Zw Loop without NP – Design  UNE Zw Loop without NP – Design  UNE Cyther Non Design  UNE Zw Loop without NP – Design  UNE Zw Loop			×		
UNE 2w Loop with NP – Non-Design UNE 2w Loop with NP – Non-Design UNE 2w Loop with NP Non-Design UNE Loop Other with NP Non-Design UNE 2w Loop with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Non-Design UNE Loop Other with NP – Non-Design UNE Loop and Port Combos UNE Loop with NP – Non-Design UNE Loop Other with NP – Non-Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Zw Loop without NP – Design		1		Retail Residence and Business	
UNE 2w Loop without NP - Non-Design UNE Loop Other with NP Non-Design UNE Loop Other without NP Non-Design UNE 2w Loop with NP - Design UNE 2w Loop with NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Other Design UNE Other Design UNE Other Design UNE Other Design UNE Sale Residence Resale Residence Resale Residence Resale Business Resale Design UNE Loop Other without NP - Non-Design UNE 2w Loop without NP - Design UNE 2w Loop without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Code Inferconnection Trunks Local Inferconnection Trunks Provisioning Troubles within 30 Days				Retail Residence and Business	
UNE Loop Other with NP Non-Design UNE Loop Other without NP Non-Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Completion Notice Interval - Resale POTS (Mech) Resale Business Resale Business Resale Business Resale Residence Resale Rusiness Resale Centrex Resale Business Resale Centrex Resale Design UNE Loop other with NP - Non-Design UNE Zw Loop with NP - Non-Design UNE Zw Loop with NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Zw Loop with NP - Design UNE Loop Other with NP - Design UNE Code Inferconnection Trunks				Retail Residence and Business	
UNE Cope Other without NP Non-Design UNE Zw Loop with NP – Design UNE Zw Loop with NP – Design UNE Cope Other with NP – Design UNE Loop Other with NP – Design UNE Cope Other with NP – Design UNE Cope Design Local Interconnection Trunks Resale Residence Resale Residence Resale Residence Resale Residence Resale PBX Resale Design UNE Cope and Port Combos UNE Zw Loop with NP – Non-Design UNE Zw Loop with NP – Non-Design UNE Zw Loop with NP – Non-Design UNE Zw Loop with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design				Retail Residence and Business	
UNE 2w Loop with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Cother Option with NP – Design UNE Cother Obesign Local Interconnection Trunks  Resale Residence Resale Residence Resale Residence Resale Residence Resale Residence Resale Residence Resale Completion Notice Interval – Resale POTS (Mech) X Resale Residence X Resale Business Resale Completion Notice Interval – Resale POTS (Mech) X Resale Design X Resale Design UNE Loop onther with NP – Non-Design UNE Zw Loop with NP – Non-Design UNE Zw Loop with NP – Design UNE Loop Other with NP – Design UNE Cother Non Design UNE Cother with NP – Design UNE Cother with NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Cother Design UNE Cother Design UNE Cother Design UNE Cother Design				Retail Residence and Business	
UNE 2w Loop with NP – Design UNE 2w Loop with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Completion Notice Interval – Resale POTS (Mech)  Resale Completion Notice Interval – Resale POTS (Mech)  Resale Design Resale Design Resale Design UNE Loop and Port Combos UNE Loop with NP – Non-Design UNE Zw Loop with NP – Non-Design UNE Zw Loop with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design				Retail Residence and Business	
UNE Zw Loop without NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Completion Trunks Local Interconnection Trunks Resale Business Resale Business Resale Business Resale Design Resale Design Resale Completion UNE Loop and Port Combos UNE Zw Loop with NP - Non-Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop Other with NP - Design UNE Zw Loop Other with NP - Design UNE Zw Loop Other with NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Cother Design UNE Cother Design Local Interconnection Trunks  Resale Posts  X X X X X X X X X X X X X X X X X X				Retail Residence and Business	
UNE Loop Other with NP - Design UNE Completion Trunks Local Interconnection Trunks Local Interconnection Trunks Resale Business Resale Business Resale Business Resale Design Resale Design Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Design UNE Loop with NP - Non-Design UNE Zw Loop with NP - Non-Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Cother Design Local Interconnection Trunks  Resale POT ST WEST				Retail Residence and Business	
UNE Loop Other without NP - Design UNE Other Design Local Interconnection Trunks Local Interconnection Trunks Resale Business Resale Business Resale Design Resale Design Resale Centrex Resale Centrex Resale Centrex Resale Completion Notice Interval – Resale POTS (Mech) X Resale Design UNE Loop and Port Combos UNE Loop with NP - Non-Design UNE Zw Loop with NP - Non-Design UNE Loop Other with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop without NP - Design UNE Zw Loop without NP - Design UNE Zw Loop without NP - Design UNE Zw Loop without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Cother Design UNE Other Design UNE Other Posign Local Interconnection Trunks  Brosent Provisioning Troubles within 30 Days		1		Retail Design	
UNE Other Design Local Interconnection Trunks Local Interconnection Trunks Resale Completion Notice Interval – Resale POTS (Mech) Resale Business Resale Business Resale Design Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Control Combos UNE Loop and Port Combos UNE Loop with NP – Non-Design UNE Zw Loop with NP – Non-Design UNE Loop Other with NP – Design UNE Zw Loop with NP – Design UNE Zw Loop without NP – Design UNE Zw Loop without NP – Design UNE Zw Loop without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Cohler Design UNE Cohler Posign		i		Retail Design	
Local Interconnection Trunks  Resale Completion Notice Interval – Resale POTS (Mech)  Resale Residence Resale Business Resale Business Resale Business Resale Design Resale Design Resale Centrex Resale Centrex Resale Centrex Resale Design UNE Loop with NP – Non-Design UNE Zw Loop with NP – Non-Design UNE Loop Other with NP – Design UNE Zw Loop with NP – Design UNE Zw Loop with NP – Design UNE Zw Loop with NP – Design UNE Zw Loop Other with NP – Design UNE Zw Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with NP – Design UNE Loop Other with UNP – Design UNE Loop Other with NP – Design UNE Loop Other with UNP – Design UNE Loop Other without NP – Design				Retail Design	
Resale Residence Resale Business Resale Business Resale Business Resale Design Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Centrex Resale Centrex UNE Loop and Port Combos UNE Zw Loop with NP - Non-Design UNE Zw Loop with NP - Non-Design UNE Loop Other with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop without NP - Design UNE Zw Loop without NP - Design UNE Zw Loop without NP - Design UNE Zw Loop Other without NP - Design UNE Loop Other without NP - Design		1	×		
ign x x x x x x x x x x x x x x x x x x x		verage Completion Notice Interval - R			
Resale Business Resale Design Resale Design Resale PBX Resale Centrex Resale Centrex Resale Contrex Resale IDSN UNE Loop and Port Combos UNE 2w Loop with NP – Non-Design UNE Loop Other with NP Non-Design UNE Loop Other with NP Non-Design UNE Cother Non Design UNE 2w Loop with NP – Design UNE 2w Loop with NP – Design UNE 2w Loop with NP – Design UNE 2w Loop with NP – Design UNE Cother with NP – Design UNE Cother with NP – Design UNE Cother with NP – Design UNE Loop Other Without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other Without NP – Design UNE Loop Other Without NP – Design UNE Loop Other Without NP – Design UNE Loop Other Without NP – Design UNE Loop Other Without NP – Design UNE Loop Other Without NP – Design		Resale Residence	×		
Resale Design Resale PBX Resale PBX Resale PBX Resale Centrex Resale Centrex Resale Combos UNE Loop and Port Combos UNE Zw Loop with NP – Non-Design UNE Loop Other with NP Non-Design UNE Control Other with NP – Design UNE Zw Loop with NP – Design UNE Zw Loop with NP – Design UNE Zw Loop with NP – Design UNE Zw Loop with NP – Design UNE Zw Loop with NP – Design UNE Zw Loop with NP – Design UNE Zw Loop with NP – Design UNE Zw Loop with NP – Design UNE Zw Loop with NP – Design UNE Zw Loop with NP – Design UNE Control UNE Zw Loop with NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design			×		
Resale PBX Resale Centrex Resale Centrex Resale Centrex Resale Contrex Resale Loop and Port Combos UNE Loop with NP - Non-Design UNE Loop Other with NP Non-Design UNE Loop Other with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop with NP - Design UNE Zw Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other with NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Cond Interconnection Trunks Local Interconnection Trunks			×		
Resale Centrex Resale IDSN UNE Loop and Port Combos UNE 2w Loop with NP – Non-Design UNE 2w Loop without NP – Non-Design UNE Loop Other without NP Non-Design UNE Loop Other without NP Non-Design UNE Loop Other without NP – Design UNE 2w Loop with NP – Design UNE 2w Loop with NP – Design UNE 2w Loop without NP – Design UNE 2w Loop without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design UNE Loop Other without NP – Design			×		
Resale IDSN  UNE Loop and Port Combos  UNE 2w Loop with NP – Non-Design  UNE 2w Loop with NP – Non-Design  UNE Loop Other with NP Non-Design  UNE Loop Other with NP Non-Design  UNE 2w Loop with NP – Design  UNE 2w Loop with NP – Design  UNE 2w Loop with NP – Design  UNE 2w Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design			×		
UNE Loop and Port Combos  UNE 2w Loop with NP – Non-Design  UNE 2w Loop without NP – Non-Design  UNE Loop Other with NP Non-Design  UNE Cop Other without NP Non-Design  UNE 2w Loop with NP – Design  UNE 2w Loop with NP – Design  UNE 2w Loop without NP – Design  UNE 2w Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design		1	×		
UNE 2w Loop with NP – Non-Design  UNE 2w Loop without NP – Non-Design  UNE Loop Other without NP Non-Design  UNE Other Non Design  UNE 2w Loop with NP – Design  UNE 2w Loop without NP – Design  UNE 2w Loop without NP – Design  UNE 2w Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Loop Other without NP – Design  UNE Cop Other without NP – Design		l		Retail Residence and Business	
UNE 2w Loop without NP - Non-Design  UNE Loop Other with NP Non-Design  UNE Cop Other with NP Non-Design  UNE 2w Loop with NP - Design  UNE 2w Loop with NP - Design  UNE 2w Loop with NP - Design  UNE 2w Loop Other with NP - Design  UNE Loop Other without NP - Design  UNE Loop Other without NP - Design  UNE Cop Other without NP - Design				Retail Residence and Business	
UNE Loop Other with NP Non-Design UNE Loop Other without NP Non-Design UNE Other Non Design UNE 2w Loop with NP - Design UNE 2w Loop with NP - Design UNE Loop Other with NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Cother Design Local Interconnection Trunks Sreent Provisioning Troubles within 30 Days				Retail Residence and Business	
UNE Loop Other without NP Non-Design UNE 2w Loop with NP - Design UNE 2w Loop without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Loop Other without NP - Design UNE Cother Design UNE Cother Design Local Interconnection Trunks Street Provisioning Troubles within 30 Days		1		Retail Residence and Business	
UNE Other Non Design  UNE 2w Loop with NP – Design  UNE 2w Loop without NP – Design  UNE Loop Other with NP – Design  UNE Loop Other without NP - Design  UNE Other Design  Local Interconnection Trunks  Sreent Provisioning Troubles within 30 Days				Retail Residence and Business	
UNE 2w Loop with NP – Design  UNE 2w Loop with NP – Design  UNE Loop Other with NP – Design  UNE Loop Other without NP - Design  UNE Cother Design  Local Interconnection Trunks  Sreent Provisioning Troubles within 30 Days		ļ		Retail Residence and Business	
UNE 2w Loop without NP – Design  UNE Loop Other with NP – Design  UNE Loop Other without NP - Design  UNE Other Design  Local Interconnection Trunks  Sreent Provisioning Troubles within 30 Days		-		Retail Residence and Business	
UNE Loop Other with NP – Design  UNE Loop Other without NP - Design  UNE Other Design  Local Interconnection Trunks  Sreent Provisioning Troubles within 30 Days				Retail Residence and Business	
UNE Loop Other without NP - Design  UNE Other Design  Local Interconnection Trunks  Broent Provisioning Troubles within 30 Days				Retail Design	
UNE Other Design  Local Interconnection Trunks  srcent Provisioning Troubles within 30 Days				Retail Design	
Local Interconnection Trunks are Provisioning Troubles within 30 Days				Retail Design	
Percent Provisioning Troubles within 30 Days		Local Interconnection Trunks	×		
		Percent Provisioning Troubles within 30 Days			

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	Appendix D			
BSTSOM	MEASURES AND SUB-METRICS	RESALE	UNES	
Category		Retail	Retail Analogue	Benchmark*
		anfone		
	Resale Residence	×		
	Resale Business	×		
	Resale Design	×		
	Resale PBX	×		
	Resale Centrex	×		
	Resale IDSN	×		
	UNE Loop and Port Combos		Retail Residence and Business	
	UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	UNE Loop Other with NP Non-Design		Retail Residence and Business	
	UNE Loop Other without NP Non-Design		Retail Residence and Business	
	UNE Other Non Design		Retail Residence and Business	
	ļ		Retail Residence and Business	
			Retail Residence and Business	
			Retail Design	
	1		Retail Design	
	UNE Other Design		Retail Design	
	Local Interconnection Trunks	×		
	Total Service Order Cycle Time	Diag.	Diagnostic	Diagnostic
Maintenance : **	Customer Trouble Report Rate			
		×		
	Resale Business	×		
	Resale Design	×		
	Resale PBX	×		
	Resale Centrex	×		
	Resale IDSN	×		
	UNE Loop and Port Combos		Retail Residence and Business	
	UNE 2w Loop – Non-Design		Retail Residence and Business	
	UNE Loop Other - Non-Design		Retail Residence and Business	
	UNE Other Non Design		Retail Residence and Business	
	UNE 2w Loop – Design		Retail Residence and Business	
	UNE Loop Other – Design		Retail Design	
	UNE Other Design		Retail Design	

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	APPENDIX D			
	Analogs and Benchmarks			
BST SQM	MEASURES AND SUB-METRICS	RESALE	ONES	
Category		Retail	Retail Analogue	Benchmark*
	Local Interconnection Trunks	×		
	10			
	Resale Residence	×		
	Resale Business	×		
	Resale Design	×		
	Resale PBX	×		
	Resale Centrex	×		
	Resale IDSN	×		
	UNE Loop and Port Combos		Retail Residence and Business	
	UNE 2w Loop – Non-Design		Retail Residence and Business	
	UNE Loop Other - Non-Design		Retail Residence and Business	•
	UNE Other Non Design		Retail Residence and Business	
	UNE 2w Loop – Design		Retail Residence and Business	
	UNE Loop Other – Design		Retail Design	
	UNE Other Design		Retail Design	
	Local Interconnection Trunks	×		
	Maintenance Average Duration			1
	Resale Residence	×		
	Resale Business	×		
	Resale Design	×		
	Resale PBX	×		
	Resale Centrex	×		
	Resale IDSN	×		
	UNE Loop and Port Combos		Retail Residence and Business	
	UNE 2w Loop – Non-Design		Retail Residence and Business	
	UNE Loop Other - Non-Design		Retail Residence and Business	
	UNE Other Non Design		Retail Residence and Business	
	UNE 2w Loop – Design		Retail Residence and Business	
	UNE Loop Other – Design		Retail Design	
	UNE Other Design		Retail Design	
	Local Interconnection Trunks	×		
	Percent Repeat Troubles within 30 Days			
	Resale Residence	×		

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	APPENDIX D			
BCT COM	MEASURES AND SUB-METRICS	RESALE	UNES	
		Retail	Retail Analogue	Benchmark
category		Analogue		
	Resale Business	×		
	Resale Design	×		
	Resale PBX	×		
	Resale Centrex	×		
	Resale IDSN	×		
	UNE Loop and Port Combos		Retail Residence and Business	
	UNE 2w Loop – Non-Design		Retail Residence and Business	
	UNE Loop Other - Non-Design		Retail Residence and Business	
	UNE Other Non Design		Retail Residence and Business	
	UNE 2w Loop – Design		Retail Residence and Business	
	UNE Loop Other – Design		Retail Design	
	UNE Other Design		Retail Design	
	Local Interconnection Trunks	×		
	Out of Service > 24hrs			
	Resale Residence	×		
	Resale Business	×		
	Resale Design	×		
	Resale PBX	×		
	Resale Centrex	×		
	Resale IDSN	×		
	UNE Loop and Port Combos		Retail Residence and Business	
	UNE 2w Loop – Non-Design		Retail Residence and Business	
	UNE Loop Other - Non-Design		Retail Residence and Business	
	UNE Other Non Design		Retail Residence and Business	
	UNE 2w Loop – Design		Retail Residence and Business	
	UNE Loop Other – Design		Retail Design	
	UNE Other Design		Retail Design	
	Local Interconnection Trunks	×		:
	OSS Interface Availability	:		
	All systems except ECTA	×		
	ECTA			%5 66
	OSS Response Interval and % TAFI (Front End)	×		

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	APPENDIX D			
BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail	UNES Retail Analogue	Benchmark*
		Analogue		
	<ul> <li>CRIS, DLETH, DLR, OSPCM, LMOS, LMOSUP, MARCH, Predictor, SOCS, LNP (Parity by Design)</li> </ul>	DB4		
	Average Answer Time - Repair Center	×		
Billing	Invoice Accuracy	×		-
	Mean Time To Deliver Invoices	×		ļ
	Usage Data Delivery Accuracy	×		
	Usage Data Delivery Timeliness	×		
	Usage Data Delivery Completeness	×		
	Mean Time to Deliver Usage	×		
Operation Services	Average Speed to Answer	PBD		
	% Answered in "X" Seconds	PBD		
Directory : Assistance	Average Speed to Answer	PBD		
	% Answered in "X" Seconds	PBD		
E911	Timelinesss	PBD		
	Accuracy	PBD		
	Mean interval	PBD		
Trunk Group and	Trunk Group Service Report (Percent Trunk Blockage)	×		
Performance and a second	Any 2 hour period in 24 hours where CLEC blockage exceeds BS1			
	blockage by incre triain 0.5 % — a rimss using train groups 1, 5, 4, 5, 15, 15, 15, 15, 15, 15, 15, 15, 15,			
	Trunk Group Service Report (Percent Trunk Blockage)	×		
LNP	<u> </u>			
	_		Retail Residence and Business	
	FOC Mechanized			95% ≤4 hour
	% Reject Service Request		Diagnostic	95% ≤1 hour
	JUST		Diagnostic	
	% Flow Through		W	%08
_	/ LIOW THOUGHT	1		

Attacilment 9
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	Arrendia D Analogs and Benchmarks			
BCT COM	MEASURES AND SUB-METRICS	RESALE	UNES	
Category			Retail Analogue	Benchmark*
Cogono		Analogue		
Customer	Coordinated Customer Conversions - UNE Loop			95% < 15min
Coordinated	I ND			95% < 15 mi
Conversions	COORDINATED CUSTOMINE CONVENDING - LIVE			
	Least Missel			90% < Comm
Collocation 4				Date
	Average Response Time		FL PSC is addressing this in generic docket	
+A contract with	Average Arrangement Time		FL PSC is addressing this in	
each CLEC			generic docket	
rednired.	S. C.	Andlow A	otolomo or	

Note 1: PBD = Parity by Design. UD = Under Development - Benchmarks will be replaced when Analogs are complete.

Note2: The retail analog for UNE Non-Design and UNE 2w Loops – Design is the average of Retail Residence Dispatch and Retail Business Dispatch transactions for the particular month. The retail analog for other UNE Design is Retail Design Dispatch.

Note3: Analogs and Benchmarks will be re-evaluated periodically, at least once a year, to validate applicability.

# **EXHBIT B**

#### **VSEEMIII TIER-1 SUBMETRICS**

- □ FOC Timeliness (Mechanized only)
- □ Reject Interval (Mechanized only)
- Order Completion Interval (Dispatch only) Resale POTS
- Order Completion Interval (Dispatch only) Resale Design
- □ Order Completion Interval (No Dispatch only) UNE Loop and Port Combos
- □ Order Completion Interval ('w' code orders, Dispatch only) UNE Loops
- □ Order Completion Interval (Dispatch only) IC Trunks
- Percent Missed Installation Appointments Resale POTS
- Percent Missed Installation Appointments Resale Design
- □ Percent Missed Installation Appointments UNE Loop and Port Combos
- Percent Missed Installation Appointments UNE Loops
- Percent Provisioning Troubles within 4 Days Resale POTS
- Percent Provisioning Troubles within 4 Days Resale Design
- Percent Provisioning Troubles within 4 Days UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days UNE Loops
- Customer Trouble Report Rate Resale POTS
- Customer Trouble Report Rate Resale Design
- Customer Trouble Report Rate UNE Loop and Port Combos
- Customer Trouble Report Rate UNE Loops
- □ Percent Missed Repair Appointments Resale POTS
- Percent Missed Repair Appointments Resale Design
- Percent Missed Repair Appointments UNE Loop and Port Combos
- Percent Missed Repair Appointments UNE Loops
- Maintenance Average Duration Resale POTS
- Maintenance Average Duration Resale Design
- Maintenance Average Duration UNE Loop and Port Combos
- Maintenance Average Duration UNE Loops
- Maintenance Average Duration IC Trunks
- Percent Repeat Troubles within 30 Days Resale POTS
- Percent Repeat Troubles within 30 Days Resale Design
- Percent Repeat Troubles within 30 Days UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days UNE Loops
- Percent Trunk Blockage
- □ LNP Disconnect Timeliness
- □ LNP Percent Missed Installation Appointment
- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
- Percent Missed Collocation Due Dates

# **VSEEMIII TIER-2 SUBMETRICS**

- Percent Response Received within "X" seconds Pre-Order OSS
- OSS Interface Availability
- Order Process Percent Flow-Through (Mechanized only)
- Order Completion Interval (Dispatch only) Resale POTS
- Order Completion Interval (Dispatch only) Resale Design
- Order Completion Interval (No Dispatch only) UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) UNE Loops
- □ Order Completion Interval (Dispatch only) IC Trunks
- Percent Missed Installation Appointments Resale POTS
- Percent Missed Installation Appointments Resale Design
- Percent Missed Installation Appointments UNE Loop and Port Combos
- Percent Missed Installation Appointments UNE Loops
- Percent Provisioning Troubles within 4 Days Resale POTS
- Percent Provisioning Troubles within 4 Days Resale Design
- Percent Provisioning Troubles within 4 Days UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days UNE Loops
- Customer Trouble Report Rate Resale POTS
- Customer Trouble Report Rate Resale Design
- Customer Trouble Report Rate UNE Loop and Port Combos
- Customer Trouble Report Rate UNE Loops
- Percent Missed Repair Appointments Resale POTS
- Percent Missed Repair Appointments Resale Design
- Percent Missed Repair Appointments UNE Loop and Port Combos
- Percent Missed Repair Appointments UNE Loops
- □ Maintenance Average Duration Resale POTS
- Maintenance Average Duration Resale Design
- Maintenance Average Duration UNE Loop and Port Combos
- Maintenance Average Duration UNE Loops
- Maintenance Average Duration IC Trunks
- Percent Repeat Troubles within 30 Days Resale POTS
- Percent Repeat Troubles within 30 Days Resale Design
- Percent Repeat Troubles within 30 Days UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days UNE Loops
- Billing Timeliness
- Billing Accuracy
- Usage Data Delivery Timeliness
- Usage Data Delivery Accuracy
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- □ LNP Percent Missed Installation Appointment
- Coordinated Customer Conversions for UNE Loops
- Coordinated Customer Conversions for LNP
- Percent Missed Collocation Due Dates

# **VSEEMIII TIER-3 SUBMETRICS**

- Percent Missed Installation Appointments Resale POTS
- □ Percent Missed Installation Appointments Resale Design
- □ Percent Missed Installation Appointments UNE Loop and Port Combos
- □ Percent Missed Installation Appointments UNE Loops
- □ Percent Missed Repair Appointments Resale POTS
- Percent Missed Repair Appointments Resale Design
- □ Percent Missed Repair Appointments UNE Loop and Port Combos
- □ Percent Missed Repair Appointments UNE Loops
- Billing Timeliness
- Billing Accuracy
- Percent Trunk Blockage
- Percent Missed Collocation Due Dates

	MEACHIDES AND SHIB METRICS	RETAIL ANALOGUE	BENCH
VSEEM III	MEASONES AND SOB-METINGS	(x) and UNEs	MARK
Des Sedenters	Percent Response Received within "X" seconds	Retail Analogue + 4 sec	
	OSS Interface Availability	×	
	Dozost Clau Though Savice Regiset (Fully Mechanized only)		%06
	Firm Order Confirmation Timeliness (Mechanized only)		> %56
			hrs 05%
	Reject Interval (Mechanized only)		hrs
	Completion Interval (Dispatch only) - Resale POTS	×	
The Party of the Control of the Cont	Order Completion Interval (Dispatch only) - Resale Design	×	
	Order Completion Interval (No Dispatch only) - UNE Loop & Port Combos	Retail Residence and Business	
	Order Completion Interval (Dispatch only) - UNE Loops	Design: Retail Design Dispatch 'w' Orders Non-Design: Retail Res, Bus Dispatch 'w' Orders	
	Order Completion Interval (Dispatch only) - IC Trunks	×	
	-ts	×	
	Percent Missed Installation Appointments - Resale Design	×	
	Percent Missed Installation Appointments – UNE Loop and Port Combos	Retail Residence and Business	
	Percent Missed Installation Appointments - UNE Loops	Design: Retail Design ' Non-Design: Retail Res, Bus ¹	
	Percent Provisioning Troubles within 4 Days - Resale POTS	×	
	Percent Provisioning Troubles within 4 Days - Resale Design	×	
	Percent Provisioning Troubles within 4 Days - UNE Loop and Port	Retail Residence and Business	
	Percent Provisioning Troubles within 4 Days - UNE Loops	Design: Retail Design   Non-Design: Retail Res Bus 1	
	Customer Trouble Report Rate - Resale POTS	×	
		×	
	Customer Trouble Report Rate - UNE Loop and Port Combos	Retail Residence and Business	
	Customer Trouble Report Rate - UNE Loops	Design: Retail Design   Non-Design: Retail Res, Bus 1	!
	Percent Missed Repair Appointments - Resale POTS	×	
	Percent Missed Repair Appointments - Resale Design	×	
	Percent Missed Repair Appointments - UNE Loop and Port Combos	Retail Residence and Business	i
	Percent Missed Repair Appointments - UNE Loops	Design: Retail Design Non-Design: Retail Res, Bus	

NOTES:

<sup>1</sup> The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. analog for UNE Design is calculated similarly using retail residence, business and design results.  $^2$  UD = Under Development The retail

The second of th			
	Maintenance Average Duration - Resale POIS	×	
	Maintenance Average Duration – Resale Design	×	
	Maintenance Average Duration - UNE Loop and Port Combos	Retail Residence and Business	
	Maintenance Average Duration - UNE Loops	Design: Retail Design	
		Non-Design: Retail Res, Bus	
	Maintenance Average Duration - IC Trunks	×	
	Percent Repeat Troubles within 30 Days - Resale POTS	X	
	Percent Repeat Troubles within 30 Days - Resale Design	×	
	Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos	Retail Residence and Business	İ
	Percent Repeat Troubles within 30 Days - UNE Loops	Design: Retail Design	
		Non-Design: Retail Res, Bus	İ
	Invoice Accuracy	×	
	Mean Time To Deliver Invoices	×	
	Usage Data Delivery Accuracy	×	
	Usage Data Delivery Timeliness	×	
	Trunk Group Service Report (Percent Trunk Blockage)	×	
N. C. C. C. C. C. C. C. C. C. C. C. C. C.	Average Disconnect Timeliness Interval		n
Trans.	Percent Missed Installation Appointments		. an
	Coordinated Customer Conversions – UNE Loop	95%	95% <
	Coordinated Customer Conversions – LNP	925	95% <
A STATE OF THE STA		) >	< 10%
	% of Due Dates Missed		

<sup>1</sup> The retail analog for UNE Non-Design is the average of all retail residence and retail business transactions for the particular month. NOTES:

The retail

analog for UNE Design is calculated similarly using retail residence, business and design results. <sup>2</sup> UD = Under Development

# EXHIBIT C

#### Statistical Methods for BellSouth Performance Measure Analysis

# I. Necessary Properties for a Test Methodology

The statistical process for testing if competing local exchange carriers (CLECs) customers are being treat equally with BellSouth (BST) customers involves more than just a mathematical formula. Three key elements need to be considered before an appropriate decision process can be developed. These are

- the type of data,
- the type of comparison, and
- the type of performance measure.

Once these elements are determined a test methodology should be developed that complies with the following properties.

- <u>Like-to-Like Comparisons</u>. When possible, data should be compared at appropriate levels, e.g. wire center, time of month, dispatched, residential, new orders. The testing process should:
  - Identify variables that may affect the performance measure.
  - Record these important confounding covariates.
  - Adjust for the observed covariates in order to remove potential biases and to make the CLEC and the ILEC units as comparable as possible.
- Aggregate Level Test Statistic. Each performance measure of interest should be summarized by one
  overall test statistic giving the decision maker a rule that determines whether a statistically significant
  difference exists. The test statistic should have the following properties.
  - The method should provide a single overall index, on a standard scale.
  - If entries in comparison cells are exactly proportional over a covariate, the aggregated index should be very nearly the same as if comparisons on the covariate had not been done.
  - The contribution of each comparison cell should depend on the number of observations in the cell.
  - Cancellation between comparison cells should be limited.
  - The index should be a continuous function of the observations.
- <u>Production Mode Process</u>. The decision system must be developed so that it does not require intermediate manual intervention, i.e. the process must be a "black box."
  - Calculations are well defined for possible eventualities.
  - The decision process is an algorithm that needs no manual intervention.
  - Results should be arrived at in a timely manner.
  - The system must recognize that resources are needed for other performance measure-related processes that also must be run in a timely manner.
  - The system should be auditable, and adjustable over time.
- Balancing. The testing methodology should balance Type I and Type II Error probabilities.
  - P(Type I Error) = P(Type II Error) for well defined null and alternative hypotheses.
  - The formula for a test's balancing critical value should be simple enough to calculate using standard mathematical functions, i.e. one should avoid methods that require computationally intensive techniques.

- Little to no information beyond the null hypothesis, the alternative hypothesis, and the number of observations should be required for calculating the balancing critical value.

In the following sections we describe appropriate testing processes that adhere as much as possible to the testing principles.

#### Measurement Types

The performance measures that will undergo testing are of three types:

- 1) means
- 2) proportions, and
- 3) rates

While all three have similar characteristics (a proportion is the average of a measure that takes on only the values of 0 or 1), a proportion or rate is derived from count data while a mean is generally an average of interval measurements.

#### II. Testing Methodology - The Truncated Z

Many covariates are chosen in order to provide deep comparison levels. In each comparison cell, a Z statistic is calculated. The form of the Z statistic may vary depending on the performance measure, but it should be distributed approximately as a standard normal, with mean zero and variance equal to one. Assuming that the test statistic is derived so that it is negative when the performance for the CLEC is worse than for the ILEC, a positive truncation is done – i.e. if the result is negative it is left alone, if the result is positive it is changed to zero. A weighted average of the truncated statistics is calculated where a cell weight depends on the volume of BST and CLEC orders in the cell. The weighted average is re-centered by the theoretical mean of a truncated distribution, and this is divided by the standard error of the weighted average. The standard error is computed assuming a fixed effects model.

#### **Proportion Measures**

For performance measures that are calculated as a proportion, in each adjustment cell, the truncated Z and the moments for the truncated Z can be calculated in a direct manner. In adjustment cells where proportions are not close to zero or one, and where the sample sizes are reasonably large, a normal approximation can be used. In this case, the moments for the truncated Z come directly from properties of the standard normal distribution. If the normal approximation is not appropriate, then the Z statistic is calculated from the hypergeometric distribution. In this case, the moments of the truncated Z are calculated exactly using the hypergeometric probabilities.

#### Rate Measures

The truncated Z methodology for rate measures has the same general structure for calculating the Z in each cell as proportion measures. For a rate measure, there are a fixed number of circuits or units for the CLEC,  $n_{2j}$  and a fixed number of units for BST,  $n_{1j}$ . Suppose that the performance measure is a "trouble rate." The modeling assumption is that the occurrence of a trouble is independent between units and the number of troubles in n circuits follows a Poisson distribution with mean  $\lambda$  n where  $\lambda$  is the probability of a trouble in 1 circuit and n is the number of circuits.

In an adjustment cell, if the number of CLEC troubles is greater than 15 and the number of BST troubles is greater than 15, then the Z test is calculated using the normal approximation to the Poisson. In this case, the moments of the truncated Z come directly from properties of the standard normal distribution. Otherwise, if there are very few troubles, the number of CLEC troubles can be modeled using a binomial distribution with n equal to the total number of troubles (CLEC plus BST troubles.) In this case, the moments for the truncated Z are calculated explicitly using the binomial distribution.

#### Mean Measures

For mean measures, an adjusted t statistic is calculated for each like-to-like cell which has at least 7 BST and 7 CLEC transactions. A permutation test is used when one or both of the BST and CLEC sample sizes is less than 6. Both the adjusted t statistic and the permutation calculation are described in the technical appendix.

# APPENDIX TECHNICAL DESCRIPTION

We start by assuming that any necessary trimming of the data is complete, and that the data are disaggregated so that comparisons are made within appropriate classes or adjustment cells that define "like" observations.

# NOTATION AND EXACT TESTING DISTRIBUTIONS

Below, we have detailed the basic notation for the construction of the truncated z statistic. In what follows the word "cell" should be taken to mean a like-to-like comparison cell that has both one (or more) ILEC observation and one (or more) CLEC observation.

L = the total number of occupied cells

j = 1,...,L; an index for the cells

 $n_{1i}$  = the number of ILEC transactions in cell j

 $n_{2i}$  = the number of CLEC transactions in cell j

 $n_i$  = the total number transactions in cell j;  $n_{1j} + n_{2j}$ 

 $X_{ijk}$  = individual ILEC transactions in cell j; k = 1,...,  $n_{ij}$ 

 $X_{2ik}$  = individual CLEC transactions in cell j; k = 1,...,  $n_{2j}$ 

Y<sub>ik</sub> = individual transaction (both ILEC and CLEC) in cell j

$$= \begin{cases} X_{1jk} & k=1,\ldots,n_{1j} \\ \vdots & k=n_{1j}+1,\ldots,n_{j} \end{cases}$$

 $\Phi^{-1}(\cdot)$  = the inverse of the cumulative standard normal distribution function

For Mean Performance Measures the following additional notation is needed.

 $\overline{X}_{ij}$  = the ILEC sample mean of cell j

 $\overline{X}_{21}$  = the CLEC sample mean of cell j

 $S_{1:}^{2}$  = the ILEC sample variance in cell j

 $s_{2j}^2$  = the CLEC sample variance in cell j

 $y_{jk} = a \text{ random sample of size } n_{2j} \text{ from the set of } Y_{j1}, \dots, Y_{jn_1}; k = 1, \dots, n_{2j}$ 

 $M_i$  = the total number of distinct pairs of samples of size  $n_{1j}$  and  $n_{2j}$ ;

$$= \begin{pmatrix} n_j \\ n_{1j} \end{pmatrix}$$

The exact parity test is the permutation test based on the "modified Z" statistic. For large samples, we can avoid permutation calculations since this statistic will be normal (or Student's t) to a good approximation. For small samples, where we cannot avoid permutation calculations, we have found that the difference between "modified Z" and the textbook "pooled Z" is negligible. We therefore propose to use the permutation test based on pooled Z for small samples. This decision speeds up the permutation computations considerably, because for each permutation we need only compute the sum of the CLEC sample values, and not the pooled statistic itself.

A permutation probability mass function distribution for cell j, based on the "pooled Z" can be written as

$$PM(t) = P(\sum_{k} y_{jk} = t) = \frac{\text{the number of samples that sum to } t}{M_{j}},$$

and the corresponding cumulative permutation distribution is

$$CPM(t) = P(\sum_{k} y_{jk} \le t) = \frac{\text{the number of samples with sum } \le t}{M_{j}}.$$

For Proportion Performance Measures the following notation is defined

the number of ILEC cases possessing an attribute of interest in cell j  $a_{ij} =$ 

the number of CLEC cases possessing an attribute of interest in cell j  $a_{2i}$ 

the number of cases possessing an attribute of interest in cell j;  $a_{1i} + a_{2i}$ 

The exact distribution for a parity test is the hypergeometric distribution. The hypergeometric probability mass function distribution for cell j is

$$HG(h) = P(H = h) = \begin{cases} \frac{\binom{n_{1j}}{h} \binom{n_{2j}}{a_j - h}}{\binom{n_j}{a_j}}, \max(0, a_j - n_{2j}) \le h \le \min(a_j, n_{1j}), \\ \binom{n_j}{a_j}, \qquad 0 & \text{otherwise} \end{cases}$$

and the cumulative hypergeometric distribution is

$$CHG(x) = P(H \le x) = \begin{cases} 0 & x < max(0, a_{j} - n_{1j}) \\ \sum_{h=max(0, a_{j} - n_{1j})}^{x} HG(h), & max(0, a_{j} - n_{1j}) \le x \le min(a_{j}, n_{2j}). \\ 1 & x > min(a_{j}, n_{2j}) \end{cases}$$

For Rate Measures, the notation needed is defined as

the number of ILEC base elements in cell j

 $b_{2j}$  = the number of CLEC base elements in cell j  $b_j$  = the total number of base elements in cell j;  $b_{1j} + b_{2j}$   $\hat{r}_{11}$  = the ILEC sample rate of cell j;  $n_{1j}/b_{1j}$ 

= the CLEC sample rate of cell j;  $n_{2j}/b_{2j}$ 

the relative proportion of CLEC elements for cell j; b2/bj

The exact distribution for a parity test is the binomial distribution. The binomial probability mass function distribution for cell j is

$$BN(k) = P(B = k) = \begin{cases} \binom{n_j}{k} q_j^k (1 - q_j)^{n_j - k}, & 0 \le k \le n_j \\ 0 & \text{otherwise} \end{cases}$$

and the cumulative binomial distribution is

$$CBN(x) = P(B \le x) = \begin{cases} 0 & x < 0 \\ \sum_{k=0}^{x} BN(k), & 0 \le x \le n_{j}. \\ 1 & x > n_{j} \end{cases}$$

# **CALCULATING THE TRUNCATED Z**

The general methodology for calculating an aggregate level test statistic is outlined below.

1. Calculate cell weights, W<sub>j</sub>. A weight based on the number of transactions is used so that a cell which has a larger number of transactions has a larger weight. The actual weight formulae will depend on the type of measure.

Mean Measure

$$W_j = \sqrt{\frac{n_{1j}n_{2j}}{n_j}}$$

Proportion Measure

$$W_{j} = \sqrt{\frac{n_{2j}n_{1j}}{n_{j}} \cdot \frac{a_{j}}{n_{j}} \cdot \left(1 - \frac{a_{j}}{n_{j}}\right)}$$

Rate Measure

$$W_{j} = \sqrt{\frac{b_{1j}b_{2j}}{b_{j}} \cdot \frac{n_{j}}{b_{j}}}$$

- 2. In each cell, calculate a Z value, Z<sub>j</sub>. A Z statistic with mean 0 and variance 1 is needed for each cell.
  - If  $W_i = 0$ , set  $Z_i = 0$ .
  - Otherwise, the actual Z statistic calculation depends on the type of performance measure.

Mean Measure

$$Z_i = \Phi^{-1}(\alpha)$$

where  $\alpha$  is determine by the following algorithm.

If  $min(n_{1j}, n_{2j}) > 6$ , then determine  $\alpha$  as

$$\alpha = P(t_{n_{i,i}-1} \leq T_i),$$

that is,  $\alpha$  is the probability that a t random variable with  $n_{ij}$  - 1 degrees of freedom, is less than

$$T_{j} = t_{j} + \frac{g}{6} \left( \frac{n_{1j} + 2n_{2j}}{\sqrt{n_{1j} n_{2j}(n_{1j} + n_{2j})}} \right) \left( t^{2} + \frac{n_{2j} - n_{1j}}{2n_{1j} + n_{2j}} \right),$$

where

$$t_{j} = \frac{\bar{X}_{1j} - \bar{X}_{2j}}{s_{1j} \sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}$$

and the coefficient g is an estimate of the skewness of the parent population, which we assume is the same in all cells. It can be estimated from the ILEC values in the largest cells. This needs to be done only once for each measure. We have found that attempting to estimate this skewness parameter for each cell separately leads to excessive variability in the "adjusted" t. We therefore use a single compromise value in all cells.

Note, that t<sub>j</sub> is the "modified Z" statistic. The statistic T<sub>j</sub> is a "modified Z" corrected for the skewness of the ILEC data.

If  $min(n_{1i}, n_{2i}) \leq 6$ , and

- a)  $M_j \le 1,000$  (the total number of distinct pairs of samples of size  $n_{1j}$  and  $n_{2j}$  is 1,000 or less).
  - Calculate the sample sum for all possible samples of size n<sub>2i</sub>.
  - Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
  - Let R<sub>0</sub> be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{M_{\odot}}$$

b)  $M_i > 1,000$ 

- Draw a random sample of 1,000 sample sums from the permutation distribution.
- Add the observed sample sum to the list. There is a total of 1001 sample sums. Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R<sub>0</sub> be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{1001}.$$

Proportion Measure

$$Z_{j} = \frac{n_{j} a_{1j} - n_{1j} a_{j}}{\sqrt{\frac{n_{1j} n_{2j} a_{j} (n_{j} - a_{j})}{n_{i} - 1}}}.$$

Rate Measure

$$Z_{j} = \frac{n_{1j} - n_{j} q_{j}}{\sqrt{n_{j} q_{j} (1 - q_{j})}}.$$

3. Obtain a truncated Z value for each cell,  $Z_j^{\bullet}$ . To limit the amount of cancellation that takes place between cell results during aggregation, cells whose results suggest possible favoritism are left alone. Otherwise the cell statistic is set to zero. This means that positive equivalent Z values are set to 0, and negative values are left alone. Mathematically, this is written as

$$Z_{j}^{\bullet}=\min(0,Z_{j}).$$

- 4. Calculate the theoretical mean and variance of the truncated statistic under the null hypothesis of parity,  $E(Z_j^*|H_0)$  and  $Var(Z_j^*|H_0)$ . In order to compensate for the truncation in step 3, an aggregated, weighted sum of the  $Z_j^*$  will need to be centered and scaled properly so that the final aggregate statistic follows a standard normal distribution.
  - If  $W_j = 0$ , then no evidence of favoritism is contained in the cell. The formulae for calculating  $E(Z_j^* | H_0)$  and  $Var(Z_j^* | H_0)$  cannot be used. Set both equal to 0.
  - If  $\min(n_{1j}, n_{2j}) > 6$  for a mean measure,  $\min\left\{a_{1j}\left(1 \frac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1 \frac{a_{2j}}{n_{2j}}\right)\right\} > 9$  for a proportion measure, or  $\min\left(n_{1j}, n_{2j}\right) > 15$  and  $n_j q_j (1 q_j) > 9$  for a rate measure then

$$E(Z_j^* | H_0) = -\frac{1}{\sqrt{2\pi}}$$
, and

$$Var(Z_j^* | H_0) = \frac{1}{2} - \frac{1}{2\pi}$$
.

• Otherwise, determine the total number of values for  $Z_j^*$ . Let  $z_{ji}$  and  $\theta_{ji}$ , denote the values of  $Z_j^*$  and the probabilities of observing each value, respectively.

$$E(\boldsymbol{Z}_{j}^{\bullet}\,|\,\boldsymbol{H}_{0}) = \sum_{i}\boldsymbol{\theta}_{ji}\boldsymbol{z}_{ji}$$
 ,and

$$Var(\boldsymbol{Z}_{j}^{\bullet} \mid \boldsymbol{H}_{0}) = \sum_{i} \boldsymbol{\theta}_{ji} \boldsymbol{z}_{ji}^{2} - \left[ \left. \boldsymbol{E}(\boldsymbol{Z}_{j}^{\bullet} \mid \boldsymbol{H}_{0}) \right. \right]^{2}.$$

The actual values of the z's and  $\theta$ 's depends on the type of measure, and the sums in the equations are over all possible values of the index i.

Mean Measure

$$N_{j} = \min(M_{j}, 1,000), i = 1,..., N_{j}$$

$$Z_{ji} = \min\left\{0, 1 - \Phi^{-1}\left(\frac{R_{i}-0.5}{N_{j}}\right)\right\} \text{ where } R_{i} \text{ is the rank of sample sum i}$$

$$\theta_{j} = \frac{1}{N_{j}}$$

Proportion Measure

$$z_{ji} = \min \left\{ 0, \frac{n_{j} i - n_{1j} a_{j}}{\sqrt{\frac{n_{1j} n_{2j} a_{j} (n_{j} - a_{j})}{n_{j} - 1}}} \right\}, \quad i = \min(a_{j}, n_{2j}), \dots, \max(0, a_{j} - n_{1j})$$

$$\theta_{ii} = HG(i)$$

Rate Measure

$$z_{ji} = \min \left\{ 0, \frac{i - n_j q_j}{\sqrt{n_j q_j (1 - q_j)}} \right\}, \quad i = 0, ..., n_j$$

$$\theta_{ji} = BN(i)$$

5. Calculate the aggregate test statistic,  $Z^{T}$ .

$$Z^{T} = \frac{\sum_{j} W_{j} Z_{j}^{*} - \sum_{j} W_{j} E(Z_{j}^{*} | H_{0})}{\sqrt{\sum_{j} W_{j}^{2} Var(Z_{j}^{*} | H_{0})}}$$

## The Balancing Critical Value

There are four key elements of the statistical testing process:

- 1. the null hypothesis, H<sub>0</sub>, that parity exists between ILEC and CLEC services
- 2. the alternative hypothesis, H<sub>a</sub>, that the ILEC is giving better service to its own customers
- 3. the Truncated Z test statistic,  $Z^{T}$ , and
- 4. a critical value, c

The decision rule<sup>1</sup> is

If Z<sup>T</sup> < c then accept H<sub>a</sub>.
 If Z<sup>T</sup> ≥ c then accept H<sub>0</sub>.

There are two types of error possible when using such a decision rule:

<sup>&</sup>lt;sup>1</sup> This decision rule assumes that a negative test statistic indicates poor service for the CLEC customer. If the opposite is true, then reverse the decision rule.

Type I Error: Deciding favoritism exists when there is, in fact, no favoritism.

Type II Error: Deciding parity exists when there is, in fact, favoritism.

The probabilities of each type of each are:

Type I Error:  $\alpha = P(Z^T < c \mid H_0)$ .

Type II Error:  $\beta = P(Z^T \ge c \mid H_a)$ .

We want a balancing critical value,  $c_B$ , so that  $\alpha = \beta$ .

It can be shown that.

$$c_{B} = \frac{\sum_{j} W_{j} M(m_{j}, se_{j}) - \sum_{j} W_{j} \frac{-1}{\sqrt{2\pi}}}{\sqrt{\sum_{j} W_{j}^{2} V(m_{j}, se_{j})} + \sqrt{\sum_{j} W_{j}^{2} \left(\frac{1}{2} - \frac{1}{2\pi}\right)}}.$$

where

$$M(\mu,\sigma) = \mu \Phi(\frac{-\mu}{\sigma}) - \sigma \phi(\frac{-\mu}{\sigma})$$

$$V(\mu,\sigma) = (\mu^2 + \sigma^2)\Phi(\frac{-\mu}{\sigma}) - \mu \sigma \phi(\frac{-\mu}{\sigma}) - M(\mu,\sigma)^2$$

 $\Phi(\cdot)$  is the cumulative standard normal distribution function, and  $\phi(\cdot)$  is the standard normal density function.

This formula assumes that  $Z_j$  is approximately normally distributed within cell j. When the cell sample sizes,  $n_{1j}$  and  $n_{2j}$ , are small this may not be true. It is possible to determine the cell mean and variance under the null hypothesis when the cell sample sizes are small. It is much more difficult to determine these values under the alternative hypothesis. Since the cell weight,  $W_j$  will also be small (see calculate weights section above) for a cell with small volume, the cell mean and variance will not contribute much to the weighted sum. Therefore, the above formula provides a reasonable approximation to the balancing critical value.

The values of m<sub>j</sub> and se<sub>j</sub> will depend on the type of performance measure.

#### Mean Measure

For mean measures, one is concerned with two parameters in each cell, namely, the mean and variance. A possible lack of parity may be due to a difference in cell means, and/or a difference in cell variances. One possible set of hypotheses that capture this notion, and take into account the assumption that transaction are identically distributed within cells is:

$$H_0$$
:  $\mu_{1i} = \mu_{2i}$ ,  $\sigma_{1i}^2 = \sigma_{2i}^2$ 

$$H_a$$
:  $\mu_{2j} = \mu_{1j} + \delta_{j} \cdot \sigma_{1j}$ ,  $\sigma_{2j}^2 = \lambda_{j} \cdot \sigma_{1j}^2$   $\delta_{j} > 0$ ,  $\lambda_{j} \ge 1$  and  $j = 1, ..., L$ .

Under this form of alternative hypothesis, the cell test statistic Z<sub>j</sub> has mean and standard error given by

$$m_j = \frac{-\delta_j}{\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}$$
, and

$$se_{j} = \sqrt{\frac{\lambda_{j}n_{1j} + n_{2j}}{n_{1j} + n_{2j}}}$$

#### Proportion Measure

For a proportion measure there is only one parameter of interest in each cell, the proportion of transaction possessing an attribute of interest. A possible lack of parity may be due to a difference in cell proportions. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells while allowing for an analytically tractable solution is:

$$H_0: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = 1$$

$$H_a$$
:  $\frac{p_{2j}(1-p_{1j})}{(1-p_{2i})p_{1i}} = \psi_j$   $\psi_j > 1$  and  $j = 1,...,L$ .

These hypotheses are based on the "odds ratio." If the transaction attribute of interest is a missed trouble repair, then an interpretation of the alternative hypothesis is that a CLEC trouble repair appointment is  $\psi_j$  times more likely to be missed than an ILEC trouble.

Under this form of alternative hypothesis, the within cell asymptotic mean and variance of a<sub>1i</sub> are given by<sup>2</sup>

$$E(a_{1j}) = n_j \pi_j^{(1)}$$

$$var(a_{1j}) = \frac{n_j}{\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}}$$

where

<sup>&</sup>lt;sup>2</sup> Stevens, W. L. (1951) Mean and Variance of an entry in a Contingency Table. *Biometrica*, 38, 468-470.

$$\pi_{j}^{(1)} = f_{j}^{(1)} \left( n_{j}^{2} + f_{j}^{(2)} + f_{j}^{(3)} - f_{j}^{(4)} \right)$$

$$\pi_{j}^{(2)} = f_{j}^{(1)} \left( -n_{j}^{2} - f_{j}^{(2)} + f_{j}^{(3)} + f_{j}^{(4)} \right)$$

$$\pi_{j}^{(3)} = f_{j}^{(1)} \left( -n_{j}^{2} + f_{j}^{(2)} - f_{j}^{(3)} + f_{j}^{(4)} \right)$$

$$\pi_{j}^{(4)} = f_{j}^{(1)} \left( n_{j}^{2} \left( \frac{2}{\psi_{j}} - 1 \right) - f_{j}^{(2)} - f_{j}^{(3)} - f_{j}^{(4)} \right)$$

$$f_{j}^{(1)} = \frac{1}{2n_{j}^{2} \left( \frac{1}{\psi_{j}} - 1 \right)}$$

$$f_{j}^{(2)} = n_{j}n_{1j} \left( \frac{1}{\psi_{j}} - 1 \right)$$

$$f_{j}^{(3)} = n_{j}a_{j} \left( \frac{1}{\psi_{j}} - 1 \right)$$

$$f_{j}^{(4)} = \sqrt{n_{j}^{2} \left[ 4n_{1j} \left( n_{j} - a_{j} \right) \left( \frac{1}{\psi_{j}} - 1 \right) + \left( n_{j} + \left( a_{j} - n_{1j} \right) \left( \frac{1}{\psi_{j}} - 1 \right) \right)^{2}} \right]$$

Recall that the cell test statistic is given by

$$Z_{j} = \frac{n_{j} a_{1j} - n_{1j} a_{j}}{\sqrt{\frac{n_{1j} n_{2j} a_{j} (n_{j} - a_{j})}{n_{j} - 1}}}.$$

Using the equations above, we see that Z<sub>i</sub> has mean and standard error given by

$$m_{j} = \frac{n_{j}^{2} \pi_{j}^{(1)} - n_{1j} a_{j}}{\sqrt{\frac{n_{1j} n_{2j} a_{j} (n_{j} - a_{j})}{n_{j} - 1}}}, \text{ and}$$

$$se_{j} = \sqrt{\frac{n_{j}^{3} (n_{j} - 1)}{n_{1j} n_{2j} a_{j} (n_{j} - a_{j}) \left(\frac{1}{\sigma^{(1)}} + \frac{1}{\sigma^{(2)}} + \frac{1}{\sigma^{(2)}} + \frac{1}{\sigma^{(2)}}\right)}}.$$

#### Rate Measure

A rate measure also has only one parameter of interest in each cell, the rate at which a phenomenon is observed relative to a base unit, e.g. the number of troubles per available line. A possible lack of parity may be due to a difference in cell rates. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells is:

$$H_0$$
:  $r_{1j} = r_{2j}$   
 $H_a$ :  $r_{2j} = \varepsilon_j r_{1j}$   $\varepsilon_j > 1$  and  $j = 1,...,L$ .

Given the total number of ILEC and CLEC transactions in a cell,  $n_j$ , and the number of base elements,  $b_{1j}$  and  $b_{2j}$ , the number of ILEC transaction,  $n_{1j}$ , has a binomial distribution from  $n_j$  trials and a probability of

$$\mathbf{q}_{j}^{\bullet} = \frac{\mathbf{r}_{l_{j}} \mathbf{b}_{l_{j}}}{\mathbf{r}_{l_{j}} \mathbf{b}_{l_{j}} + \mathbf{r}_{2_{j}} \mathbf{b}_{2_{j}}}.$$

Therefore, the mean and variance of n<sub>1j</sub>, are given by

$$E(n_{1j}) = n_j q_j^{\bullet}$$

$$var(n_{1j}) = n_j q_j^{\bullet} (1 - q_j^{\bullet})$$

Under the null hypothesis

$$q_j^* = q_j = \frac{b_{1j}}{b_i},$$

but under the alternative hypothesis

$$q_{j}^{*} = q_{j}^{a} = \frac{b_{1j}}{b_{1j} + \epsilon_{j}b_{2j}}$$

Recall that the cell test statistic is given by

$$Z_{j} = \frac{n_{1j} - n_{j} q_{j}}{\sqrt{n_{j} q_{j} (1 - q_{j})}}.$$

Using the relationships above, we see that Z<sub>i</sub> has mean and standard error given by

$$m_{j} = \frac{n_{j}(q_{j}^{a} - q_{j})}{\sqrt{n_{j}q_{j}(1 - q_{j})}} = (1 - \varepsilon_{j})\sqrt{\frac{n_{j}b_{1j}b_{2j}}{b_{1j} + \varepsilon_{j}b_{2j}}}, \text{ and}$$

$$\operatorname{se}_{j} = \sqrt{\frac{q_{j}^{a}(1-q_{j}^{a})}{q_{j}(1-q_{j})}} = \sqrt{\varepsilon_{j}} \frac{b_{j}}{b_{1j} + \varepsilon_{j}b_{2j}}.$$

# Determining the Parameters of the Alternative Hypothesis

In this appendix we have indexed the alternative hypothesis of mean measures by two sets of parameters,  $\lambda_j$  and  $\delta_j$ . Proportion and rate measures have been indexed by one set of parameters each,  $\psi_j$  and  $\epsilon_j$  respectively. While statistical science can be used to evaluate the impact of different choices of these parameters, there is not much that an appeal to statistical principles can offer in directing specific choices. Specific choices are best left to telephony experts. Still, it is possible to comment on some aspects of these choices:

• Parameter Choices for  $\lambda_i$ . The set of parameters  $\lambda_j$  index alternatives to the null hypothesis that arise because there might be greater unpredictability or variability in the delivery of service to a CLEC customer over that which would be achieved for an otherwise comparable ILEC customer. While concerns about differences in the variability of service are important, it turns out that the truncated Z testing which is being recommended here is relatively insensitive to all but very large values of the  $\lambda_j$ . Put another way, reasonable differences in the values chosen here could make very little difference in the balancing points chosen.

- Parameter Choices for  $\delta_i$ . The set of parameters  $\delta_j$  are much more important in the choice of the balancing point than was true for the  $\lambda_j$ . The reason for this is that they directly index differences in average service. The truncated Z test is very sensitive to any such differences; hence, even small disagreements among experts in the choice of the  $\delta_j$  could be very important. Sample size matters here too. For example, setting all the  $\delta_j$  to a single value  $-\delta_j = \delta$  might be fine for tests across individual CLECs where currently in Louisiana the CLEC customer bases are not too different. Using the same value of  $\delta$  for the overall state testing does not seem sensible, however, since the state sample would be so much larger.
- Parameter Choices for ψ<sub>i</sub> or ε<sub>i</sub>. The set of parameters ψ<sub>j</sub> or ε<sub>j</sub> are also important in the choice of the balancing point for tests of their respective measures. The reason for this is that they directly index increases in the proportion or rate of service performance. The truncated Z test is sensitive to such increases; but not as sensitive as the case of δ<sub>j</sub> for mean measures. Sample size matters here as well. As with mean measures, using the same value of ψ or ε for the overall state testing does not seem sensible since the state sample would be so much larger.

The bottom line here is that beyond a few general considerations, like those given above, a principled approach to the choice of the alternative hypotheses to guard against, must come from elsewhere.

#### **DECISION PROCESS**

Once  $Z^T$  has been calculated, it is compared to the balancing critical value to determine if the ILEC is favoring its own customers over a CLEC's customers.

This critical value changes as the ILEC and CLEC transaction volume change. One way to make this transparent to the decision maker, is to report the difference between the test statistic and the critical value,  $diff = Z^T - c_B$ . If favoritism is concluded when  $Z^T < c_B$ , then the diff < 0 indicates favoritism.

This make it very easy to determine favoritism: a positive diff suggests no favoritism, and a negative diff suggests favoritism.

# **EXHIBIT D**

# BST VSEEM REMEDY PROCEDURE

## TIER-1 CALCULATION FOR RETAIL ANALOGUES:

- 1. Calculate the overall test statistic for each CLEC;  $z^T_{CLEC1}$  (See Exhibit C)
- 2. Calculate the balancing critical value ( $^{\text{C}}_{\text{B}_{\text{CLECT}}}$ ) that is associated with the alternative hypothesis (for fixed parameters  $\delta$ ,  $\psi$  or  $\epsilon$ ). (See Exhibit C)
- 3. If the overall test statistic is equal to or above the balancing critical value, stop here. Otherwise, go to step 4.
- 4. Calculate the Parity Gap by subtracting the value of step 2. from that of step 1.;

  z<sup>T</sup><sub>CLEC1</sub> B CLEC1
- 5. Calculate the Volume Proportion using a linear distribution with slope of 1/4. This can be accomplished by taking the absolute value of the Parity Gap from step 4. divided by 4;

  ABS((z<sup>T</sup><sub>CLEC1</sub> B cueci ) / 4). All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
- 6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total CLEC<sub>1</sub> Volume in the negatively affected cell; where the cell value is negative. (See Exhibit C)
- 7. Calculate the payment to CLEC-1 by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, CLEC-1 payment = Affected Volume<sub>CLEC1</sub> \* \$\$ from Fee Schedule

# Example: CLEC-1 Missed Installation Appointments (MIA) for Resale POTS

	n ;	nc	MIA	MIAc	Z <sup>T</sup> CLEC1	Ca	Parity Gap	Volume	Affected
State	50000	600	9%	16%	-1.92	-0.21	1.71	Proportion 0.4275	Volume
Cell					Z <sub>CLEC1</sub>				
1		150	0.091	0.112	-1.994				64
2		75	0.176	0.098	0.734				
3		10	0.128	0.333	-2.619				4
4		50	0.158	0.242	-2.878				21
5		15	0.245	0.075	1.345				
6		200	0.156	0.130	0.021				
7		30	0.166	0.233	-0.600				13
8		20	0.106	0.127	-0.065				9
8 9		40	0.193	0.218	-0.918				17
10		10	0.160	0.235	-0.660				4
								•	133

where  $n_i$  = ILEC observations and  $n_c$  = CLEC-1 observations

# Payout for CLEC-1 is (133 units) \* (\$100/unit) = \$13,300 TIER-2 CALCULATION for RETAIL ANALOGUES:

- 1. Tier-2 is triggered by three monthly failures of any VSEEM submetric in the same quarter.
- 2. Calculate the overall test statistic for the CLEC Aggregate using all transactions from the calendar quarter;  $\mathbf{z}^{\mathsf{T}}_{\mathsf{CLECA}}$
- 3. Calculate the balancing critical value ( $^{\text{C}}_{\text{B}_{\text{cue}}}$ ) that is associated with the alternative hypothesis (for fixed parameters  $\delta$ ,  $\psi$  or  $\epsilon$ ). (See Exhibit C)
- 4. If the overall test statistic is equal to or above the balancing critical value for the calendar quarter, stop here. Otherwise, go to step 5.
- 5. Calculate the Parity Gap by subtracting the value of step 3. from that of step 2.;

  z<sup>T</sup>CLECA B CLECA
- 6. Calculate the Volume Proportion using a linear distribution with slope of 1/4. This can be accomplished by dividing the Parity Gap from step 5. by 4; ABS((z<sup>T</sup><sub>CLECA</sub> B<sub>CLECA</sub> ) / 4). All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
- 7. Calculate the Affected Volume by multiplying the Volume Proportion from step 6. by the Total CLEC<sub>A</sub> Volume (CLEC Aggregate) in the negatively affected cell; where the cell value is negative (See Exhibit C).
- 8. Calculate the payment to State Designated Agency by multiplying the result of step 7. by the appropriate dollar amount from the fee schedule.
  - So, State Designated Agency payment = Affected Volume<sub>CLECA</sub> \* \$\$ from Fee Schedule

# Example: CLEC-A Missed Installation Appointments (MIA) for Resale POTS

State	n ,	nc	MIA	MIAc	ZTCLECA	CB	Parity Gap	Volume	Affected
Quarter1	180000	2100	9%	16%	-1.92	-0.21	1.71	Proportion 0.4275	Volume
Cell					ZCLECA				
1		500	0.091	0.112	-1.994				214
2		300	0.176	0.098	0.734				
3		80	0.128	0.333	-2.619				34
4		205	0.158	0.242	-2.878				88
5		45	0.245	0.075	1.345				
6		605	0.156	0.130	0.021				
7		80	0.166	0.233	-0.600				34
8		40	0.106	0.127	-0.065				17

9		0.193			71
10	80	0.160	0.235	-0.660	34
					492

where  $n_i = ILEC$  observations and  $n_C = CLEC-A$  observations

Payout for CLEC-A is (492 units) \* (\$300/unit) = \$147,600

#### Tier-3

Tier-3 uses the monthly CLEC Aggregate results in a given State. Tier-3 is triggered when five of the twelve Tier-3 sub-metrics experience consecutive failures in a given calendar quarter. The table below displays a situation that would trigger a Tier-3 failure, and one that would not.

		TIERS FAILURE X = Mas			NOT A TIERS FAILURE X = Mss		
Process	Messures	Jan	Feb	Mar	Jan	Feb	Mar
	Resale POTS	X	X	X	X		
	Recele Design	Х			X	X	Х
	UNE Loop & Port Combo		×				1
	UNE Loops	X	×	X			T
	Receile POTS	Х	X	X	X		X
	Recele Design		X	X		X	
	UNE Loop & Port Combo					X	X
	UNE Loops				X	1	
	Bitting Accuracy	Х	X	X		•	1
	Billing Timeliness		-		Х	X	X
	Percent Trunk Blockage	Х	X	X			1
	Percent Mesed Collocation Due Dates	1			1		

Tier-3 is effective immediately after quarter results, and can only be lifted when two of the five failed sub-metrics show compliance for two consecutive months in the following quarter.

All tiers standalone, such that triggering Tier-3 will not cease payout of any Tier-1 or Tier-2 failures.

### TIER-1 CALCULATION FOR BENCHMARKS:

- 1. For each CLEC, with five or more observations, calculate monthly performance results for the State.
- 2. CLECs having observations (sample sizes) between 5 and 30 will use Table I below:

TABLE I SMALL SAMPLE SIZE TABLE (95% Confidence)

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark	
5	60.00%	80.00%	
6	66.67%	83.33%	
7	71.43%	85.71%	
8	75.00%	75.00%	
9	66.67%	77.78%	
10	70.00%	80.00%	
11	72.73%	81.82%	
12	75.00%	83.33%	
13	76.92%	84.62%	
14	78.57%	85.71%	
15	73.33%	86.67%	

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark	
16	75.00%	87.50%	
17	76.47%	82.35%	
18	77.78%	83.33%	
19	78.95%	84.21%	
20	80.00%	85.00%	
21	76.19%	85.71%	
22	77.27%	86.36%	
23	78.26%	86.96%	
24	79.17%	87.50%	
25	80.00%	88.00%	
26	80.77%	88.46%	
27	81.48%	88.89%	
28	78.57%	89.29%	
29	79.31%	86.21%	
30	80.00%	86.67%	

- 3. If the percentage (or equivalent percentage for small samples) is equal to or below the benchmark standard, stop here. Otherwise, go to step 4.
- 4. Determine the Volume Proportion by taking the difference between the benchmark and the actual performance result.
- 5. Calculate the Affected Volume by multiplying the Volume Proportion from step 4. by the Total CLEC<sub>1</sub> Volume.
- 6. Calculate the payment to CLEC-1 by multiplying the result of step 5. by the appropriate dollar amount from the fee schedule.
  - So, CLEC-1 payment = Affected Volume<sub>CLEC1</sub> \* \$\$ from Fee Schedule

# Example: CLEC-1 Missed Installation Appointments (MIA) for UNE Loops

	пc	Benchmark	MIAc	Volume	Affected
State	600	9%	12%	Proportion .03	Volume 18

Payout for CLEC-1 is (18 units) \* (\$400/unit) = \$7,200

## TIER-1 CALCULATION FOR BENCHMARKS (IN THE FORM OF A TARGET):

- 1. For each, with five or more observations, CLEC calculate monthly performance results for the State.
- 2. CLECs having observations (sample sizes) between 5 and 30 will use Table I above.
- 3. Calculate the interval distribution based on the same data set used in step 1.
- 4. If the 'percent within' is equal to or exceeds the benchmark standard, stop here. Otherwise, go to step 5.
- 5. Determine the Volume Proportion by taking the difference between 100% and the actual performance result.
- 6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total CLEC<sub>1</sub> Volume.
- 7. Calculate the payment to CLEC-1 by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, CLEC-1 payment = Affected Volume<sub>CLEC1</sub> \* \$\$ from Fee Schedule

#### Example: CLEC-1 Reject Timeliness

	n c	Benchmark	Reject Timeliness <sub>C</sub>	Volume	Affected
State	600	95% within 1 hour	93% within 1 hour	Proportion .07	Volume 42

Payout for CLEC-1 is (42 units) \* (\$100/unit) = \$4,200

# **TIER-2 CALCULATIONS for BENCHMARKS:**

Tier-2 calculations for benchmark measures are the same as the Tier-1 benchmark calculations except the CLEC Aggregate data having failed for three months in a given calendar quarter is being assessed.

# **EXHIBIT E**

Table-1

<u>LIQUIDATED DAMAGES TABLE FOR TIER-1 MEASURES</u>

	PER A	AFFECTED I	TEM			
	Month 1	Month 2	Month3	Month4	Month 5	Month 6
Ordering	\$40	\$50	\$60	\$70	\$80	\$90
Provisioning	\$100	\$125	\$175	\$250	\$325	\$500
Provisioning UNE (Coordinated Customer Conversions)	\$400	\$450	\$500	\$550	\$650	\$800
Maintenance and Repair	\$100	\$125	\$175	\$250	\$325	\$500
Maintenance and Repair UNE	\$400	\$450	\$500	\$550	\$650	\$800
LNP	\$150	\$250	\$500	\$600	\$700	\$800
IC Trunks	\$100	\$125	\$175	\$250	\$325	\$500
Collocation	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

Table-2
VOLUNTARY PAYMENTS FOR TIER-2 MEASURES

	Per Affected Item
OSS	£20
Pre-Ordering	\$20
Ordering	\$60
Provisioning	\$300
UNE Provisioning	0000
(Coordinated Customer Conversions)	\$875
Maintenance and Repair	\$300
UNE Maintenance and Repair	\$875
Billing	\$1.00
LNP	\$500
IC Trunks	\$500
Collocation	\$15,000

## Attachment 11 BellSouth Disaster Recovery Plan

## 2000 BELLSOUTH

## DISASTER RECOVERY PLANNING

**CLECS** 

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#### 1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

#### 2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

BellSouth's NMC will directly inform Covad's NMC about all Abnormal Condition Reports (ARDs) that affect Covad circuits or put Covad circuits, equipment or employees at risk. This includes, but is not limited to T1, DS3, Node failures and SONET outages. The contact number for the Covad NOC (NMC) is 888-801-6285 or 408-434-2100. The BellSouth reporting party should ask for the Covad Duty Director or Duty Manager when making such report. The ACR shall also be emailed to Covad, unless technically infeasible.

#### 3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used

will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

BellSouth shall notify Covad NOC (NMC) when any BellSouth ECC is activated or put on alert status. This notification must include escalation contacts and the ability for Covad to have direct input into and response from the BellSouth ECC when it is activated. Covad shall designate a representative to participate in ECC functions.

#### 3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

Attachment 11 Page 6

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible

options available.

#### 3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

- 1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
- 2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
- 3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
- 4. Mercury and other regulated compounds resident in telephone equipment.
- 5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

## 4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

#### 5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

#### **5.1 CLEC OUTAGE**

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

#### 5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

#### 5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

## 5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

#### 5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

## 5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

#### 5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

## 6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

#### 7.0 ROOT CAUSE ANALYSIS

After the resolution of the disaster as defined within this section, BellSouth shall provide Covad with documentation about the Abnormal Condition Reports or disaster related events that effected or put Covad's equipment, network or employees at risk. The documentation should include, but is not limited to, the following:

Description of the incident or outage

Date of Incident:

Time of Incident:

Duration of Outage:

Geographic Area Affected:

CLLI:

Estimated Number of Customers Affected:

Type of Services Affected:

Cause of the Incident, Including Name and Type of Equipment Involved and Specific Part(s) of the Network Affected:

**Root Cause Analysis:** 

**Direct Cause:** 

Consequential Effects

Affected Element:

Outage Cause:

Duration Cause: (include appropriate "Log" timeline entries --OSLOG, DOLOG, etc)

Root Cause Finding:

Methods Used to Restore Service:

Steps Taken to Prevent Recurrence:

Follow up Contact information on the person who supplied the report

This information should be emailed to the Covad NOC Director. This will enable Covad and BellSouth to work together to improve future disaster recovery plans and procedures.

#### 7.0 ACRONYMS

CO - Central Office (BellSouth)

DS3 - Facility that carries 28 T1s (672 circuits)

ECC - Emergency Control Center (BellSouth)

CLEC - Competitive Local Exchange Carrier

NMC - Network Management Center

SWC - Serving Wire Center (BellSouth switch)

T1 - Facility that carries 24 circuits

#### **Hurricane Information**

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at <a href="http://www.interconnection.bellsouth.com/network/disaster/dis\_resp.htm">http://www.interconnection.bellsouth.com/network/disaster/dis\_resp.htm</a>. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <a href="http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm">http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm</a>.

#### **BST Disaster Management Plan**

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

## COVAD/BELLSOUTH ARBITRATION

**EXHIBIT D** 

Catherina F. Boone Regional Counsel

Oirect Dial: 678-579-8388 Direct Fax: 240-525-5673 E-Mail: choone@covad.com

November 6, 2000

## VIA FACSIMILE

Mr. Stephen Klimacck
BellSouth Interconnection Services, Inc.
34S91 BellSouth Center
675 West Peachtree Street, NE
Atlanta, GA 30375-0001

RE: Interconnection Agreement Negotiations

Dear Steve:

This letter is to confirm the agreement between BellSouth and Covad with respect to continuing negotiations on our Interconnection Agreement.

We have agreed that the Petition for Arbitration of Interconnection Agreement for Florida shall be due on or before December 15, 2000, the Petition for Interconnection Agreement for Tennessee shall be due on or before December 22, 2000, and the Petition for Interconnection Agreement for Georgia shall be due on or before January 12, 2001. With respect to Louisiana, Mississippi, Alabama, South Carolina, North Carolina, and Kentucky, we agree to begin renegotiations of the Interconnection Agreement starting today, such that the window for arbitration on those Agreements shall open 135 days from today.

Please let me know immediately if this does not accurately reflect our agreement.

With best regards, I am

Catherine F. Boone

CFB/bis

ce: Mr. Langley Kitchings (via facsimile)
Ms. Dorothy Farmer (via facsimile)
Thomas E. Allen, V.P. ILEC Relations

## COVAD/BELLSOUTH ARBITRATION

**EXHIBIT E** 

## Shepard, Bonnie

crom:

Boone, Catherine

ent:

Wednesday, December 13, 2000 12:33 PM

To:

Shepard, Bonnie

Subject:

FW: Covad Agreement



ATT1FNL.DOC



T&CRFNL.DOC



ATT6FNL2.DOC



ATT11FNL.DOC



ATT2FNL.DOC



ATT5FNL.DOC



ATT7FNL.DOC



ISSCVD.XLS

----Original Message----

From: Dorothy.N.Farmer@bridge.bellsouth.com [mailto:Dorothy.N.Farmer@bridge.bellsouth.com]

ent: Tuesday, December 12, 2000 8:11 AM

I'o: Boone, Catherine

Cc: Stephen.Klimacek@BellSouth.COM

Subject: Covad Agreement

#### Cathy,

Attached is all sections that were modified as a result of negotiations. I am

also attaching the latest Issues Matrix so that you can go to the language that

is identified as open or disagree. I will not be available to meet

Wednesday or Thursday as I am in a mandatory class that I cannot miss.

#### Dorothy

#### **AGREEMENT**

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc.
("BellSouth"), a Georgia corporation, and DIECA Communications, Inc. d/b/a Covad
Communications Company ("Covad"), a Virginia corporation, and shall be deemed effective as
of This Agreement may refer to either BellSouth or DIECA or both as a
"Party" or "Parties."

#### WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, DIECA is or seeks to become a competitive local exchange carrier ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, DIECA wishes to purchase unbundled network elements and other services from BellSouth, resell BellSouth's telecommunications services, and/or the Parties wish to interconnect their facilities and exchange traffic pursuant to sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and DIECA agree as follows:

#### 1. Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

**Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**Telecommunications Service** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

## 2. Purpose

This Agreement sets forth the terms and conditions under which DIECA will obtain services and unbundled network elements from BellSouth to provide telecommunications services to DIECA customers within the territory of BellSouth. BellSouth will provide DIECA with the functionalities of unbundled network elements so that DIECA can provide any telecommunications service that can be offered by means of the unbundled elements as described in Attachment 2.

## 2. Term of the Agreement

- The term of this Agreement shall be two years, and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. This Agreement shall become effective on the date the last party executes the Agreement.
- The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.
- If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions

and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic and BellSouth shall continue to provide DIECA unbundled network elements and services for resale pursuant to the terms and conditions of this Agreement, except as provided in 2.3.1 and 2.3.2.

- In the event that as of the date of expiration of this Agreement and conversion of 2.3.1 this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to DIECA pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to DIECA pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.
- 2.3.2 Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.2 above, and (2) DIECA either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.
- 2.3.3 The Parties may negotiate changes in section 2 as necessary.
- 3. OSS

DIECA shall, where appropriate, pay charges for Operational Support Systems (OSS).

4. Parity

When DIECA purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. For resale purposes, BellSouth will provide DIECA with pre-ordering, ordering,

maintenance, and trouble reporting, and daily usage data functionality that will enable DIECA to provide equivalent levels of customer service to its customers and end users as BellSouth provides to its own customers and end users. When DIECA purchases unbundled network elements from BellSouth. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to DIECA shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of DIECA shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by DIECA.

## 5. White Pages Listings

- BellSouth shall provide DIECA and their customers access to white pages directory listings under the following terms:
- 5.2. <u>Listings</u>. DIECA shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include DIECA residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between DIECA and BellSouth subscribers.
- 5.2.1 Rates. So long as DIECA provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to DIECA one (1) primary White Pages listing per DIECA subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
- Procedures for Submitting DIECA Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.
- Notwithstanding any provision(s) to the contrary, DIECA shall provide to BellSouth, and BellSouth shall accept, DIECA's Subscriber Listing Information (SLI) relating to DIECA's customers in the geographic area(s) covered by this Interconnection Agreement. DIECA authorizes BellSouth to release all such DIECA SLI provided to BellSouth by DIECA to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its

tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

- 5.3.2 No compensation shall be paid to DIECA for BellSouth's receipt of DIECA SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC'1s SLI, or costs on an ongoing basis to administer the release of DIECA SLI, DIECA shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by DIECA under this Agreement. DIECA shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate DIECA listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to DIECA any complaints received by BellSouth relating to the accuracy or quality of DIECA listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 <u>Unlisted/Non-Published Subscribers</u>. DIECA will be required to provide to BellSouth the names, addresses and telephone numbers of all DIECA customers that wish to be omitted from directories.
- Inclusion of DIECA Customers in Directory Assistance Database. BellSouth will include and maintain DIECA subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and DIECA shall provide such Directory Assistance listings at no recurring charge. BellSouth and DIECA will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- Listing Information Confidentiality. BellSouth will accord DIECA's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to DIECA's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

- 5.8 <u>Delivery.</u> BellSouth or its agent shall deliver White Pages directories to DIECA subscribers at no charge or as specified in a separate BAPCO agreement.
- 6. Bona Fide Request/New Business Request Process for Further Unbundling
- BellSouth shall, upon request of DIECA, provide to DIECA access to its network elements at any technically feasible point for the provision of DIECA's telecommunications service where such access is necessary and failure to provide access would impair the ability of DIECA to provide services that it seeks to offer. Any request by DIECA for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Exhibit 1 hereto.
- DIECA shall submit any Bona Fide Request/New Business Request in writing to DIECA's Account Manager. The BFR/NBR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The BFR/NBR also shall include DIECA's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.
- 7. Court Ordered Requests for Call Detail Records and Other Subscriber Information
- Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for DIECA, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to DIECA end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for DIECA end users for the same length of time it maintains such information for its own end users.
- Subpoenas Directed to DIECA. Where BellSouth is providing to DIECA telecommunications services for resale or providing to DIECA the local switching function, then DIECA agrees that in those cases where DIECA receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to DIECA end users, and where DIECA does not have the requested information, DIECA will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.

In all other instances, where either Party receives a request for information involving the other Party's end user, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

#### 8. Liability and Indemnification

- 8.1 <u>DIECA Liability</u>. In the event that DIECA consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of DIECA under this Agreement.
- 8.2 <u>Liability for Acts or Omissions of Third Parties</u>. BellSouth shall not be liable to DIECA for any act or omission of another telecommunications company providing services to DIECA.
- 8.3 <u>Limitation of Liability</u>

## 8.3.1 <u>BELLSOUTH PROPOSED LANGUAGE</u>

Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

#### **DIECA'S PROPOSED LANGUAGE**

Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the

limitations of liability that such other Party included in its own tariffs at the time of such loss.

- 8.3.3 Neither BellSouth nor DIECA shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or intentional misconduct or by a Party's failure to ground properly a local loop after disconnection.
- Neither Party shall be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data, unless such loss results from gross negligence or intentional misconduct. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.
- 8.5 <u>Disclaimer</u>. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

## 9. Intellectual Property Rights and Indemnification

- 9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. DIECA is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, DIECA may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.
- Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.
- Olaim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.

- In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

## 10. Proprietary and Confidential Information

Proprietary and Confidential Information. It may be necessary for BellSouth and DIECA, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and, proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such oral or visual disclosure.

## 10.1.1 BELLSOUTH PROPOSED LANGUAGE

## **DIECA'S PROPOSED LANGUAGE**

Under no circumstances shall any Bellsouth employee associated with the provisioning of any retail xDSL service by BellSouth or its subsidiaries and affiliates be provided with any information whatsoever provided to BellSouth by DIECA in connection with BellSouth performance under this agreement including, but not limited to, confidential information such as technical, financial, marketing, staffing, business plans and information, strategic information, proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, or call detail records. In the event that DIECA learns that any such information has been supplied to an employee associated with BellSouth retail offerings, BellSouth and DIECA shall begin an immediate investigation to determine how such information was obtained by BellSouth's retail employees. BellSouth shall make such employees as are necessary for such investigation available to DIECA.

- Use and Protection of Information. Recipient shall use the Information solely for 10.2 the purpose(s) of performing its obligations under this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.
- Ownership, Copying & Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be destroyed and Recipient will provide Discloser with written certification stating that such Information has been destroyed.)
- 10.4 <u>Exceptions</u>. Discloser's Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without

an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

- Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section 10 is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, may be entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section 10. Such remedy is not the exclusive remedy for any breach or threatened breach of this Section 10, but is in addition to all other rights and remedies available at law or in equity.
- 10.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

## 11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof and, provided further, if the assignee is an assignee of DIECA, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

## 12. Resolution of Disputes

#### **BELLSOUTH PROPOSED LANGUAGE**

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

## **DIECA'S PROPOSED LANGUAGE**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

#### 13. Taxes

- Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 13.2 <u>Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.</u>
- Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

- Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee; provided, however, that this provision shall not apply to any interest, penalties, or other charges or payable expenses (including reasonable attorney fees) attributable to the providing Party's failure to timely remit any taxes or fees collected from the purchasing Party.
- Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days

prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

- 13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a

taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

#### 14. Force Majeure

14.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

## 14.2 <u>DIECA'S PROPOSED LANGUAGE</u> - Cooperation and Strike Planning

- BellSouth and DIECA should begin contingency planning activities no more than 60 days prior to the expiration of a contract. Planning should include methodology to be employed to track potential missed orders as well as new orders that come in during a work stoppage.
- BellSouth must designate single point of contact (SPOC) for notification in the event of a work stoppage. This SPOC should provide all "official" company notifications leading up to the work stoppage and proactively provide updates as to negotiation progress. DIECA to be notified within 3 hours of the declaration of a work stoppage.
- BellSouth must clearly define what labor unions represent employees. Specific geographies, type of employees (technicians, service representatives, etc.) as well. All contract expiration dates (day, month, time of day) must be provided to DIECA.

- BellSouth to provide detailed strike recovery plan within 3 business days following the conclusion of a work stoppage. Plan should include: total number of orders missed during work stoppage, total number of new orders received during the work stoppage, planned completion date of recovery, format and time frames for interim status updates of recovery effort.
- 14.2.5 BellSouth should identify single point of contact in the operations area for DIECA to deal with on recovery related benchmarks and issues.
- BellSouth needs to clearly define what the business rules will be in the event of a work stoppage and the time frames around which they apply. For example, if the BellSouth position is to only work maintenance issues initially: after how many days will provisioning be resumed. Once work stoppage concludes, DIECA and BellSouth orders must be worked in a non discriminatory fashion.
- 14.2.7 BellSouth and DIECA shall agree on a mechanism to escalate extremely sensitive installations that may be affected by a work stoppage so that they can be worked. Such request would be at the discretion of the BellSouth Account Team Vice President or the Regional Operations Vice President.

## 15. Adoption of Agreements

#### **BELLSOUTH'S PROPOSED LANGUAGE**

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to DIECA any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such Agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

#### **DIECA'S PROPOSED LANGUAGE**

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to DIECA any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252 provided a minimum of six months remains on the term of such

Agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in eenjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted. Such adoption shall be effective upon DIECA's written notice to BellSouth that it is exercising its rights to adoption another CLECs agreement pursuant to 47 U.S.C. § 252.

#### 16. Modification of Agreement

- If DIECA changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of DIECA to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of DIECA or BellSouth to perform any material terms of this Agreement, DIECA or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.
- Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

#### 17. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

#### 18. Severability

If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

#### 19. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

#### 20. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

#### 21. Notices

Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

#### BellSouth Telecommunications, Inc.

Account Team 600 North 19th Street Birmingham, Alabama 35203

and

General Attorney - COU Suite 4300 675 W. Peachtree St. Atlanta, GA 30375 Dhruv Khanna
Executive Vice President and General Counsel
Covad Communications Company
4250 Burton Drive
Santa Clara, CA 95054

and

Catherine F. Boone Regional Counsel Covad Communications Company 10 Glenlake Parkway, Suite 650 Atlanta, GA 30328

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- Notwithstanding the foregoing, BellSouth may provide DIECA notice via Internet posting of price changes, changes to the terms and conditions of services available for resale, changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

#### 22. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

#### 23. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

#### 24. Implementation of Agreement

If DIECA is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template which may be used for the implementation schedule is contained in Attachment 10 of this Agreement.

#### 25. Filing of Agreement

- Upon execution of this Agreement is shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, DIECA shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by DIECA. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as DIECA is duly certified as a local exchange carrier in such state.
- For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by DIECA prior to execution of the Agreement. The CLEC Louisiana Certification Number for DIECA is **TSP 00340**.

#### Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

#### 27. Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

#### 28. Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or

agreement.

#### 29. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to DIECA as a requesting carrier under the Act).

#### 30. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

#### 31. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Neither Party shall be bound by any condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

#### This Agreement may include the following attachments:

Network Elements and Other Services Local Interconnection Resale Collocation

The following services are included as options for purchase by DIECA. DIECA may elect to purchase said services by written request to its Account Manager if applicable.

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)

IN WITNESS WHEREOF, the Parties have written.	executed this Agreement the day and year above firs
BellSouth Telecommunications, Inc.	DIECA Communications, Inc. d/b/a Covad Communications Company
Signature	Signature
Christine Boltz Name	Dhruy Khanna Name
Managing Director Title	Executive Vice President and General Counsel Title
Date	Date

#### Attachment 1

Resale

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#### RESALE

#### 1. Discount Rates

The discount rates applied to DIECA purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit A. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

#### 2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the telecommunications services.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as DIECA subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public
- 2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as DIECA, may offer resold local exchange telecommunications service.

#### 3. General Provisions

- DIECA may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein.

  Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the discount rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.
- 3.3 DIECA may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

#### 3.3.1 BST PROPOSED LANGUAGE

DIECA must resell services to other end users.

#### **DIECA'S PROPOSED LANGUAGE**

- 3.3.2 DIECA must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
- 3.3.3 DIECA cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- The provision of services by BellSouth to DIECA does not constitute a joint undertaking for the furnishing of any service.
- 3.5 DIECA will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from DIECA for said services.

- 3.6 DIECA will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.
- 3.7 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.
- 3.8 BellSouth maintains the right to serve directly any end user within the service area of DIECA. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of DIECA.
- 3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.10 Current telephone numbers may normally be retained by the end user and are assigned to the service furnished. However, neither Party nor the end user has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.11 For the purpose of the resale of BellSouth's telecommunications services by DIECA, BellSouth will provide DIECA with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. DIECA acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that DIECA cancel its reservations of numbers. DIECA shall comply with such request.
- Further, upon DIECA's request, and for the purpose of the resale of BellSouth's telecommunications services by DIECA, BellSouth will reserve up to 100 telephone numbers per CLLIC, for DIECA's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. DIECA acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of DIECA's reasonable need in that particular CLLIC.
- 3.13 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

- 3.14 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.15 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.16 BellSouth accepts no responsibility to any person for any unlawful act committed by DIECA or its end users as part of providing service to DIECA for purposes of resale or otherwise.
- 3.17 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users, pursuant to Section 7 of the General Terms and Conditions
- The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
- 3.18.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service; or
- 3.18.2 Cause damage to BellSouth's plant;
- 3.18.3 Impair the privacy of any communications; or
- 3.18.4 Create hazards to any BellSouth employees or the public.
- 3.19 If DIECA utilizes a BellSouth resold telecommunications service in a manner other than which the service was originally intended as described in BellSouth's retail tariffs, DIECA has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.20 Facilities and/or equipment utilized by BellSouth to provide service to DIECA remain the property of BellSouth.
- White page directory listings will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.22 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, DIECA shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth DIECA shall provide paper copies of customer record information within a reasonable period of time by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The

Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that DIECA and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

- 3.23 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.
- Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
  - Simplified Message Desk Interface Enhanced ("SMDI-E")
  - Simplified Message Desk Interface ("SMDI")
  - Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
  - Call Forward on Busy ("CF/B")
  - Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

- 3.24.1 BellSouth shall provide branding for, or shall unbrand, voice mail services to DIECA per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.
- 3.25 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.26 If DIECA requires a special assembly DIECA agrees to pay the costs incurred by BellSouth for providing the requested special assembly. The costs will be provided to DIECA prior to providing the service. Such costs could include both recurring and non-recurring charges and shall exclude any cost attributable to any marketing ,billing collection or other costs that will be avoided by BellSouth in providing service to DIECA.
- 3.27 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge is not discounted.

- 3.28 BellSouth shall provide 911/E911 for DIECA customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate DIECA customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the DIECA customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.29 Pursuant to 47 CFR Section 51.617, BellSouth will bill DIECA end users common line charges identical to the end user common line charges BellSouth bills its end users.

#### 4. BellSouth's Provision of Services to DIECA

- 4.1 DIECA agrees that its resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by DIECA to establish authenticity of use. Such audit shall not occur more than once in a calendar year. DIECA shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.
- 4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month), shall not be aggregated across multiple resold services.
- 4.3 DIECA may resell services only within the specific resale service area as defined in its certificate.
- 4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

#### 5. Maintenance of Services

- 5.1 DIECA will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
- 5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 DIECA or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.4 DIECA accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 DIECA will be BellSouth's single point of contact for all repair calls on behalf of DIECA's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.6 DIECA will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.7 For all repair requests, DIECA accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.8 BellSouth will bill DIECA for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.9 BellSouth reserves the right to contact DIECA's end users, if deemed necessary, for maintenance purposes.

#### 6. Establishment of Service

After receiving certification as a local exchange company from the appropriate regulatory agency, DIECA will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for DIECA's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.

- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from DIECA that a current end user of BellSouth will subscribe to DIECA's service, standard service order intervals for the appropriate class of service will apply.
- 6.4 BellSouth will not require end user confirmation prior to establishing service for DIECA's end user customer. DIECA must, however, be able to demonstrate end user authorization upon request.
- 6.5 DIECA will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from DIECA to BellSouth or will accept a request from another CLEC for conversion of the end user's service from DIECA to the other LEC. BellSouth will notify DIECA that such a request has been processed.
- 6.6 If BellSouth determines that an unauthorized change in local service to DIECA has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess DIECA as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to DIECA. These charges can be adjusted if DIECA provides satisfactory proof of authorization.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves DIECA from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that DIECA defaults on its account, service to DIECA will be terminated and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

#### 7. Payment And Billing Arrangements

- Prior to submitting orders to BellSouth for local service, a master account must be established for DIECA. DIECA is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill DIECA on a current basis all applicable charges and credits.
- Payment of all charges will be the responsibility of DIECA. DIECA shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by DIECA from DIECA's end user. BellSouth will not become involved in billing disputes that may arise between DIECA and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 7.4 BellSouth will render bills each month on established bill days for each of DIECA's accounts.
- 7.5 BellSouth will bill DIECA in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill DIECA, and DIECA will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.
- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday

- which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.
- 7.6.2 If DIECA requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to DIECA.
- 7.6.3 Billing Disputes
- 7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
- 7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution
- 7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.
- 7.7 Upon proof of tax exempt certification from DIECA, the total amount billed to DIECA will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. DIECA will be solely responsible for the

computation, tracking, reporting, and payment of taxes applicable to DIECA's end user.

- 7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff. DIECA will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.
- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to DIECA
- 7.10 BellSouth will not perform billing and collection services for DIECA as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.11 In general, BellSouth will not become involved in disputes between DIECA and DIECA's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, DIECA shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with DIECA to resolve the matter in as timely a manner as possible. DIECA may be required to submit documentation to substantiate the claim.

#### 8. Discontinuance of Service

- The procedures for discontinuing service to an end user are as follows:
- 8.1.1 Where possible, BellSouth will deny service to DIECA's end user on behalf of, and at the request of, DIECA. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of DIECA.
- 8.1.2 At the request of DIECA, BellSouth will disconnect a DIECA end user customer.
- 8.1.3 All requests by DIECA for denial or disconnection of an end user for nonpayment must be in writing.
- 8.1.4 DIECA will be made solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise DIECA when it is determined that annoyance calls are originated from one of

their end user's locations. BellSouth shall be indemnified, defended and held harmless by DIECA and/or the end user against any claim, loss or damage arising from providing this information to DIECA. It is the responsibility of DIECA to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to DIECA are as follows:
- 8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by DIECA of the rules and regulations of BellSouth's Tariffs.
- 8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to DIECA, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by DIECA to receive notices of noncompliance, and discontinue the provision of existing services to DIECA at any time thereafter.
- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and DIECA's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to DIECA without further notice.
- 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, DIECA's services will be discontinued. Upon discontinuance of service on a DIECA's account, service to DIECA's end users will be denied. BellSouth will also reestablish service at the request of the end user or DIECA upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. DIECA is solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

#### 9. Line Information Database (LIDB)

- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.
- 9.2 BellSouth will provide LIDB Storage upon written request to DIECA Account Manager stating requested activation date.

#### 10. RAO Hosting

- 10.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.
- 10.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

#### 11. Optional Daily Usage File (ODUF)

- The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.
- BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

#### 12. Enhanced Optional Daily Usage File (EODUF)

- 12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit F. Rates for EODUF are as set forth in Exhibit H of this Attachment.
- BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

#### APPLICABLE DISCOUNTS

The telecommunications services available for purchase by DIECA for the purposes of resale to DIECA end users shall be available at the following discount off of the retail rate. If DIECA cancels an order for telecommunications services for the purpose of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the GSST and the PLST.

**DISCOUNT\*** 

STATE	RESIDENCE	BUSINESS	CSAs***
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

- \* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- \*\* In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- \*\*\* Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

#### **OPERATIONAL SUPPORT SYSTEMS (OSS) RATES**

BellSouth has developed and made available the following mechanized systems by which DIECA may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOMEC	SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

#### **Denial/Restoral OSS Charge**

In the event DIECA provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

#### Cancellation OSS Charge

DIECA will incur an OSS charge for an accepted LSR that is later canceled by DIECA.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

#### Threshold Billing Plan

The Parties agree that DIECA will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year Ratio: Mechanized/Total LSRs 2000 80% 2001 90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

Attachment 1 Page 19 EXHIBIT B

Exclusions and Limitations On Services Available for Resale

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Type of Service			Grandfathered	Services (Note 1)	Contract Service	Arrangements	Promotions - > 90	Days(Note 2)	Promotions - < 90	Days (Note 2)	Lifeline/Link Up	Services	6 911/E911 Services	N11 Services	AdWatch <sup>SM</sup> Svc (See	Note 6)	MemoryCall®	Service	10 Mobile Services	11 Federal Subscriber	Line Charges	Non-Recurring	Charges	13 End User Line	Charge - Number	Portability	14 Public Telephone	Access Service

# On Services Available for Resale **Exclusions and Limitations**

## Applicable Notes:

Grandfathered services can be resold only to existing subscribers of the grandfathered service. 3 7 -

Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.

In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:

(a) the stated tariff rate, less the wholesale discount;
(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.

Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas. AdWatch<sup>SM</sup> Service is tariffed as BellSouth<sup>®</sup> AIN Virtual Number Call Detail Service.

### LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

#### I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of DIECA and pursuant to which BellSouth, its LIDB customers and DIECA shall have access to such information. DIECA understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of DIECA, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
  - 1. Billed Number Screening
  - 2. Calling Card Validation
  - 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify DIECA of fraud alerts so that DIECA may take action it deems appropriate. DIECA understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by DIECA pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to DIECA for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

DIECA understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. DIECA further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, DIECA understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on DIECA's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate DIECA's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) DIECA agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for DIECA's end user accounts which are resident in LIDB pursuant to this Agreement. DIECA authorizes BellSouth to place such charges on DIECA's bill from BellSouth and agrees that it shall pay all such charges. Charges for which DIECA hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) DIECA shall have the responsibility to render a billing statement to its end users for these charges, but DIECA's obligation to pay BellSouth for the charges billed shall be independent of whether DIECA is able or not to collect from DIECA's end users.
- (d) BellSouth shall not become involved in any disputes between DIECA and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to DIECA. It shall be the responsibility of DIECA and the other entity to negotiate and arrange for any appropriate adjustments.

#### II. TERM

This Agreement will be effective as of \_\_\_\_\_\_, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

#### III. FEES FOR SERVICE AND TAXES

- A. DIECA will not be charged a fee for storage services provided by BellSouth to DIECA, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by DIECA. DIECA shall have the right to have BellSouth contest with the imposing jurisdiction, at DIECA's expense, any such taxes that DIECA deems are improperly levied.

#### IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this

Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

#### V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

#### VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. DIECA agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and DIECA further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.
- D. This Agreement constitutes the entire Agreement between DIECA and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

# RESALE ADDENDUM TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

Th	is is a Resale Addendum to the Line Information Data Base Storage Agreement dated , 2000, between BellSouth Telecommunications, Inc.
("BellSo	outh"), and DIECA ("DIECA"), effective the day of, 2000.
I.	GENERAL
	This Addendum sets forth the terms and conditions for DIECA's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by DIECA, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.
II.	DEFINITIONS
A.	Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
В.	Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
C.	Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
D.	Calling Card number - a billing number plus PIN number assigned by BellSouth.
E.	PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
F.	Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the DIECA.
G.	Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
H.	Calling Card Validation - refers to the activity of determining whether a particular

calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the DIECA.

#### III. RESPONSIBILITIES OF PARTIES

- A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The DIECA will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of DIECA. BellSouth will not issue line-based calling cards in the name of DIECA's individual end users. In the event that DIECA wants to include calling card numbers assigned by the DIECA in the BellSouth LIDB, a separate agreement is required.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
- 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
- 2. Determine whether the DIECA has identified the billing number as one which should not be billed for collect or third number calls, or both.

#### **RAO Hosting**

- 1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to DIECA by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 2. DIECA shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3. Applicable compensation amounts will be billed by BellSouth to DIECA on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4. DIECA must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from DIECA to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of DIECA and will coordinate all associated conversion activities.
- 5. BellSouth will receive messages from DIECA that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 6. BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from DIECA.
- 7. All data received from DIECA that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 8. All data received from DIECA that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 9. BellSouth will receive messages from the CMDS network that are destined to be processed by DIECA and will forward them to DIECA on a daily basis.

- 10. Transmission of message data between BellSouth and DIECA will be via CONNECT:Direct.
- All messages and related data exchanged between BellSouth and DIECA will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 12. DIECA will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 13. Should it become necessary for DIECA to send data to BellSouth more than sixty (60) days past the message date(s), DIECA will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and DIECA to notify all affected Parties.
- In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or DIECA) identified and agreed to, the company responsible for creating the data (BellSouth or DIECA) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 15. Should an error be detected by the EMI format edits performed by BellSouth on data received from DIECA, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify DIECA of the error condition. DIECA will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, DIECA will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 16. In association with message distribution service, BellSouth will provide DIECA with associated intercompany settlements reports (CATS and NICS) as appropriate.

- 17. In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
- 18. RAO Compensation
- 18.1 Rates for message distribution service provided by BellSouth for DIECA are as set forth in Exhibit A to this Attachment.
- 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
- 18.3 Data circuits (private line or dial-up) will be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DIECA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to DIECA. Additionally, all message toll charges associated with the use of the dial circuit by DIECA will be the responsibility of DIECA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- All equipment, including modems and software, that is required on the DIECA end for the purpose of data transmission will be the responsibility of DIECA.
- 19. Intercompany Settlements Messages
- This Section addresses the settlement of revenues associated with traffic originated from or billed by DIECA as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between DIECA and the involved company(ies), unless that company is participating in NICS.
- 19.2 Both traffic that originates outside the BellSouth region by DIECA and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by DIECA, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by DIECA, involves a company other than DIECA, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

- Once DIECA is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of DIECA. BellSouth will distribute copies of these reports to DIECA on a monthly basis.
- 19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of DIECA. BellSouth will distribute copies of these reports to DIECA on a monthly basis.
- BellSouth will collect the revenue earned by DIECA from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of DIECA. BellSouth will remit the revenue billed by DIECA to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on DIECA. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to DIECA via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 19.7 BellSouth will collect the revenue earned by DIECA within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of DIECA. BellSouth will remit the revenue billed by DIECA within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to DIECA via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and DIECA agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

#### Optional Daily Usage File

- 1. Upon written request from DIECA, BellSouth will provide the Optional Daily Usage File (ODUF) service to DIECA pursuant to the terms and conditions set forth in this section.
- 2. DIECA shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a DIECA customer.
  - Charges for delivery of the Optional Daily Usage File will appear on DIECAs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 5. Messages that error in DIECA's billing system will be the responsibility of DIECA. If, however, DIECA should encounter significant volumes of errored messages that prevent processing by DIECA within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.
- 6. The following specifications shall apply to the Optional Daily Usage Feed.
- 6.1 <u>Usage To Be Transmitted</u>
- 6.1.1 The following messages recorded by BellSouth will be transmitted to DIECA:
  - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
  - Measured billable Local
  - Directory Assistance messages
  - IntraLATA Toll
  - WATS & 800 Service
  - N11

- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to DIECA.
- 6.1.4 In the event that DIECA detects a duplicate on Optional Daily Usage File they receive from BellSouth, DIECA will drop the duplicate message (DIECA will not return the duplicate to BellSouth).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to DIECA via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DIECA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to DIECA. Additionally, all message toll charges associated with the use of the dial circuit by DIECA will be the responsibility of DIECA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required

on DIECA end for the purpose of data transmission will be the responsibility of DIECA.

## 6.3 <u>Packing Specifications</u>

- 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DIECA which BellSouth RAO that is sending the message. BellSouth and DIECA will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by DIECA and resend the data as appropriate.

#### THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

## 6.4 Pack Rejection

DIECA will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. DIECA will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to DIECA by BellSouth.

#### 6.5 Control Data

DIECA will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate DIECA received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by DIECA for reasons stated in the above section.

## 6.6 <u>Testing</u>

Upon request from DIECA, BellSouth shall send test files to DIECA for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that DIECA set up a production (LIVE) file. The live test may consist of DIECA's employees making test calls for the types of services DIECA requests on the Optional Daily Usage File. These test calls are logged by DIECA, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

## **Enhanced Optional Daily Usage File**

- 1. Upon written request from DIECA, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to DIECA pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 2. The DIECA shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
- 3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
- 4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on DIECAs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6. Messages that error in the billing system of DIECA will be the responsibility of DIECA. If, however, DIECA should encounter significant volumes of errored messages that prevent processing by DIECA within its systems, BellSouth will work with DIECA to determine the source of the errors and the appropriate resolution.
- 7. The following specifications shall apply to the Optional Daily Usage Feed.
- 7.1 Usage To Be Transmitted
- 7.1.1 The following messages recorded by BellSouth will be transmitted to DIECA:

Customer usage data for flat rated local call originating from DIECA's end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to DIECA.
- 7.1.3 In the event that DIECA detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, DIECA will drop the duplicate message (DIECA will not return the duplicate to BellSouth).

## 7.2 <u>Physical File Characteristics</u>

- 7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to DIECA over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among DIECA's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DIECA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to DIECA. Additionally, all message toll charges associated with the use of the dial circuit by DIECA will be the responsibility of DIECA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on DIECA's end for the purpose of data transmission will be the responsibility of DIECA.

## 7.3 Packing Specifications

- 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DIECA which BellSouth RAO that is sending the message.

  BellSouth and DIECA will use the invoice sequencing to control data exchange.

  BellSouth will be notified of sequence failures identified by DIECA and resend the data as appropriate.

# THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

# Attachment 2

**Network Elements and Other Services** 

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#### ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

#### 1. Introduction

- 1.1. This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to DIECA in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit D of this Agreement.
- 1.2. For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements will be consistent with the requirements of the FCC 319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
- 1.2.1. Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or requests for the use of the network elements or combinations that would impair the ability of DIECA to offer telecommunications service in the manner DIECA intends.
- 1.2.2 Except upon request by DIECA, BellSouth shall not separate requested network elements that BellSouth currently combines.
- 1.3. BellSouth shall, upon request of DIECA, and to the extent technically feasible, provide to DIECA access to its network elements for the provision of DIECA's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 1.4. DIECA may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner DIECA chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by DIECA for combining to the designated DIECA collocation space. The network elements shall be provided as set forth in this Attachment.
- 1.5. BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 unless BellSouth's actual performance or applicable industry

standards are greater than such technical reference, in which event BellSouth shall provide UNE's at such greater level. In the event the applicable industry standard exceeds the BellSouth technical reference, BellSouth shall provide UNE's consistent with the Industry Standard within ninety (90) days of notice from DIECA that the industry standard exceeds the BellSouth technical reference.

- 1.6. In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.7. DIECA will adopt and adhere to the standards contained in the applicable CLEC Work Center BellSouth Operational Understanding Agreement regarding maintenance and installation of service.
- 1.7.1 Acceptance Testing and Cooperative Testing
- 1.7.2 Cooperative Acceptance Testing is acknowledged by both BellSouth and DIECA to assist in the timely and efficient provisioning of functioning loops. If both parties agree in writing that this testing is no longer necessary, it can be suspended at any time.
- BellSouth will dispatch a technician to provide normal acceptance testing where BellSouth determines a dispatch is required to provision the loop. Normal acceptance testing includes: Placing a short on the tip and ring conductors, listening for tone, and placing a ground on tip and ring. BellSouth will call DIECA with the technician on the line to perform the above mentioned tests and DIECA will within 15 minutes begin testing with the technician. The BellSouth technician will test with DIECA for a period not to exceed 15 minutes. Testing not considered to be normal acceptance testing as outlined above may be performed by BellSouth, if requested by DIECA. BellSouth will charge and DIECA will pay for additional acceptance testing, by paying additional acceptance charges as outlined in FCC No. 1 Tariff. BellSouth shall deliver loops which perform according to the characteristics of TR73600 for the particular loop ordered.
- 1.7.4 Where a technician is dispatched to provision a loop, the BellSouth technician shall tag a circuit for identification purposes. Where a technician is not dispatched by

BellSouth, BellSouth will provide sufficient information to DIECA to enable DIECA to locate the circuit being provisioned.

- 1.7.5 Upon delivery of the loop BellSouth will contact CLEC via a toll free number to provide notification of the completion of the loop and where required, provide acceptance testing as provided for in this agreement.
- 1.7.6 If DIECA is not available to perform acceptance testing within 15 minutes of the time of loop turn up by BellSouth then CLEC may request and BellSouth, if mutually agreed to, will require the BellSouth technician to standby. CLEC would then be required to pay standby charges as provided for in FCC No. 1 Tariff.
- 1.7.7 If BellSouth is unable to contact a DIECA employee to perform acceptance testing at the time of loop turn up (placed on hold for more than 15 minutes, reaches voice mail or other recording, no answer or repeated busy conditions), BellSouth will test the loop to ensure the loop is provisioned according to requirements of TR73600 for the type of loop requested by CLEC. BellSouth will complete the local service request without obtaining acceptance from DIECA and will have no further obligation to perform normal acceptance testing of the provisioned loop. On any such orders where BellSouth completes the local service request without obtaining acceptance from DIECA, BellSouth must provide the reason for which it was unable to contact DIECA.

If at any time DIECA feels that the process described in this paragraph is not being appropriately executed by BellSouth, DIECA may escalate to the appropriate BellSouth Manager for immediate resolution. Such resolution shall include but not be limited to: an immediate review of the processes described above by BellSouth personnel, joint meetings of the parties to mutually resolve issues and any other such action which both parties agree may need to be implemented to correct the process failure.

- 1.7.8 If the Acceptance Test fails loop Continuity Test parameters, as defined by TR73600 for the loop being provisioned, the BellSouth technician will take any or all reasonable steps, if possible, to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, BellSouth will re-contact the CLEC representative to repeat the Acceptance Test.
- 1.7.9 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to

additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards.

- 1.7.10 BellSouth will not bill for loop repairs when the repair resulted from a BellSouth problem.
- 1.8 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.
- 2. Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.

## 2.1 Unbundled Loops

#### 2.1.1 Definition

- 2.1.2 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.
- 2.1.3 The provisioning of service to a CLEC collocation space will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment. These cross-connects are a separate component, that are not considered a part of the loop, and thus have a separate charge.
- 2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination Time Specific."
- 2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and DIECA advised.

2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which DIECA requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. DIECA may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If DIECA specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

## 2.1.7 **DISAGREE**

#### **BELLSOUTH PROPOSED LANGUAGE**

Where facilities are available, BellSouth will install loops according to the BellSouth Interval Guide. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by DIECA, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5.1.1, will apply. If DIECA cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4.

### **DIECA'S PROPOSED LANGUAGE**

BellSouth will install loops within a 3 business days interval. For orders of 14 or more loops at the same address, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. For expedite requests by DIECA, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5.1.1, will apply.

2.1.8 If a DIECA order for a local loop is cancelled or modified by DIECA or a DIECA end-user, and the cancellation or modification is not caused by BellSouth, DIECA will compensate BellSouth costs incurred by BellSouth for provisioning or accommodating the modification of the local loop, unless such costs are already being recovered through approved rates. DIECA may charge BellSouth order modification or cancellation charges using the same rates and conditions as BellSouth utilizes for

assessing such charges to DIECA, if the modification or cancellation is caused by BellSouth.

- 2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels Service Level One (SL1) and Service Level Two (SL2).
- 2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If DIECA requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.11 SL2 loops shall have test points, with or without conditioning, will be designed with a design layout record provided to DIECA, and will be provided with OC. The OC feature will allow DIECA to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

### 2.1.12 **DISAGREE**

#### **BELLSOUTH'S PROPOSED LANGUAGE**

BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).

#### **DIECA'S PROPOSED LANGUAGE**

2.1.13 As a chargeable option on all loops except UVL-SL1, UDC and UCL, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow DIECA the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

#### 2.1.14 **OPEN**

#### **BELLSOUTH'S PROPOSED LANGUAGE**

DIECA will be responsible for testing and isolating troubles on the loops. Once DIECA has isolated a trouble to the BellSouth provided loop, DIECA will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

### **DIECA'S PROPOSED LANGUAGE**

- 2.1.15 If DIECA reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge DIECA for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. (Didn't Darrell give some new language on this re: what kind of testing is being done). Are you referring to the language in paragraph 1.7.3?
- 2.1.16 (Open issue, charging for dispatching and testing where no trouble was identified.)
- 2.1.17 xDSL Capable Loops

BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). Specifically, BellSouth shall make available the following:

If BellSouth plans to change the technical specifications of any of its loops, BellSouth shall provide DIECA with 90 days advance notice of such change.

#### 2.1.17.1 **DISAGREE**

#### **BELLSOUTH'S PROPOSED LANGUAGE**

ADSL: Asymmetrical Digital Subscriber Line (ADSL) Capable Loop: These copper loops are provisioned according to the Revised Resistance Design (RRD) industry standards which means they may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap which is inclusive of the loop length. BellSouth will deliver an ADSL loop in three business days, or five business days if conditioning is required.

#### **DIECA'S PROPOSED LANGUAGE**

DIECA disagrees with intervals.

- 2.1.17.2 HDSL: High Big Rate Digital Subscriber Line (HDSL) Capable Loop: These copper loops are provisioned according to the Industry Standard Carrier Service Area ("CSA") guidelines. It will be 12,000 feet or less on 24 gauge wire and 9,000 feet or less on 26 gauge wire, inclusive of up to 2,500 feet of bridged tap (with no one bridged tap exceeding 2000 feet). The technical specifications for xDSL loops are found in BellSouth 73600.
- 2.1.17.3 xDSL: Subscriber Line ("DSL") technologies. The "x" in xDSL is a placeholder for the various types of digital subscriber line services. A loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a BellSouth central office and the loop demarcation point at the customer premises.

#### **OPEN (COVAD TO PROVIDE UPDATED LANGUAGE)**

An xDSL loop is a plain twisted pair of cooper loop of unlimited length without intervening devices, such as load coils, repeaters (unless so requested by the requesting carrier), or digital access main lines ("DAMLs"), and which may contain minimal bridge tap. A cooper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance.

- 2.1.17.4 UCL/short: an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. DIECA may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of DIECA's choosing. DIECA will determine the type of service that will be provided over the loop. Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
- 2.1.17.5 UCL/long: Unbundled Copper Loop/long (UCL/long). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). A long UCL (18 kft or more) will be provisioned with a maximum 2800 ohms resistence. The UCL is a dry cooper loop and is not intended to support any particular telecommunications service.

DIECA may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of DIECA's choosing. DIECA will determine the type of service that will be provided over the loop. Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

2.1.17.6 When attempting to provide cooper-based loops, BellSouth will attempt to use any available copper facility that serves the end users address. This includes performing Line and Station Transfers (LSTs) to free up copper facilities that may be currently in use but could be provisioned using a different spare media that will support the service currently in use.

#### 2.1.17.7 ISDN/IDSL/UDC:

- 2.1.17.7.1 Due to technical limitations associated with certain DLC systems, certain ports on Digital Loop Carrier ("DLC") systems do not support ISDN Digital Subscriber Lines (IDSL).
- 2.1.17.7.2 BellSouth will offer the IDSL-Compatible Loop, known internally at BellSouth as the Universal Digital Channel (UDC), as a part of its Unbundled Digital Loop offerings as an xDSL capable loop. The IDSL-Compatible loop is compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. The technical specifications which govern this loop are those set forth in BellSouth's TR73600, which is in effect on the date of execution of this agreement.
- 2.1.17.7.3 Like the ISDN-capable loop, the IDSL-Compatible loop may be provisioned on copper or through a DLC system. When IDSL-Compatible loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.

#### **2.1.17.7.4 DISAGREE**

#### **BELLSOUTH'S PROPOSED LANGUAGE**

BellSouth cannot agree to the language proposed by DIECA.

#### **DIECA'S PROPOSED LANGUAGE**

Certain types of DLC systems employed by BellSouth, such as some Integrated DLC systems, cannot support IDSL. In those instances, BellSouth will provide Covad with copper work around that IDLC system, such that BellSouth provides Covad will all copper loop to serve the customer served by the IDLC system. These copper work arounds shall be provisioned to Covad in ten (10) business days.

### **2.1.17.7.5 DISAGREE**

#### **BELLSOUTH'S PROPOSED LANGUAGE**

The UDC shall be provisioned by BellSouth in compliance with BellSouth's Interval Guide.

#### **DIECA'S PROPOSED LANGUAGE**

The UDC shall be provisioned by BellSouth in seven days from the date the Local Service Request is submitted.

- 2.1.17.7.6 The rates for the IDSL-Compatible shall be the same as the rates for ISDN loops, subject to true-up when and if BellSouth's proposed rates for the IDSL-Compatible are approved and accepted by a state commission.
- 2.1.17.7.7 Covad shall exclusively order the UDC for its IDSL service.
- 2.1.17.8 Technical Requirements
- 2.1.17.8.1 In cases in which DIECA has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. In those cases where DIECA has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be maintained as a UCL. BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring. DIECA acknowledges that loop modification may alter the technical parameters of the loop it orders and accepts the risk of such alteration.
- 2.2 Loop Conditioning/Loop Modification
- 2.2.1 **DISAGREE**

#### **BELLSOUTH'S PROPOSED LANGUAGE**

Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by DIECA, whether or not BellSouth offers advanced services to the End User on that loop.

BST Proposed Intervals: Remove 1 to 3 Load Coils and/or Bridge taps

Aerial plant – 10 business days Underground plant – 15 business days Buried plant – 30 business days >3 = negotiated

## **DIECA'S PROPOSED LANGUAGE**

Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by DIECA, whether or not BellSouth offers advanced services to the End User on that loop. BellSouth shall deliver a conditioned loop within 5 business days.

2.2.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

#### 2.2.3 DISAGREE

## **BELLSOUTH'S PROPOSED LANGUAGE**

BellSouth shall recover the cost of line conditioning requested by DIECA through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).

#### **DIECA'S PROPOSED LANGUAGE**

BellSouth will not charge Covad for Loop Modification (including removal of bridged tap, load coils, DAMLs, range extenders, or other devices that impede xDSL service) on loops that are below 18,000 feet.

On loops over 18,000 feet, Covad will pay the following rates for loop modification:

	Nonrecurring 1st	Nonrecurring Additional
Removal of Repeater	\$16.25	\$13.42
Removal of Bridged Tap and Repeater	\$37.89	\$32.23
Removal of Bridged Tap	\$24.46	\$18.81
Removal of Bridged Tap and Load Coil	\$59.35	\$53.72
Removal of Load Coil	\$40.55	\$34.89
Removal of Repeater and Load Coil	\$53.99	\$48.34

When BellSouth reuses a DIECA loop on which DIECA has paid conditioning charges to enable the loop to support DSL services, BellSouth shall reimburse DIECA the full amount of such conditioning charges.

2.2.4 The unbundled Loop Modifications (ULM) offering provides the following elements:
1) removal of equipment on loops less than 18kft, 2) removal of equipment of loops longer than (18kft), 3) removal of bridged-taps on loops of any length.

## 2.3 Integrated Digital Loop Carriers

2.3.1 In the event that BellSouth has chosen to deploy, Integrated Digital Loop Carrier (IDLC) systems to provide the local loop that do no permit unbundling of that local loop BellSouth will provide a suitable alternative facility (such as a contiguous local copper loop which is in existence at that location and which is not currently being utilized by BellSouth or any other customer) without additional cost. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities.

#### 2.4 Network Interface Device

#### 2.4.1 Definition

The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the point of demarcation at the end users premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

- 2.4.2. BellSouth shall permit DIECA to connect DIECA's loop facilities to on-premises wiring through the BellSouth NID or at any other technically feasible point.
- 2.4.3 Access to Network Interface Device (NID)
- 2.4.3.1. Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), DIECA may access the on-premises wiring by any of the following means: BellSouth shall allow DIECA to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. It is the responsibility of DIECA to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID.
- 2.4.3.2. Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or
- 2.4.3.3. Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.4.3.4. Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., DIECA, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 2.4.3.5. In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors, without state regulatory requirement, without providing prior notice to the other Party, and without appropriately capping off and guarding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop, maintain the NID, and assume full liability for its action and any adverse consequences.
- 2.4.3.6. In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.4.3.7. In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.4.3.8. Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with DIECA to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.

## 2.4.4 <u>Technical Requirements</u>

- 2.4.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to DIECA's NID, consistent with the NID's function at the Effective Date of this Agreement.
- 2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. DIECA may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8.
- 2.4.4.4 When DIECA deploys its own local loops with respect to multiple-line termination devices, DIECA shall specify the quantity of NIDs connections that it requires within such device.
- 2.4.5 Interface Requirements
- 2.4.5.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

## 2.5 Unbundled Loop Concentration (ULC) System

- 2.5.1 BellSouth will provide to DIECA Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 2.5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to DIECA at DIECA's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

## 2.6 Sub-loop Elements

- 2.6.1 , BellSouth shall offer access to its Unbundled Sub Loop (USL), Unbundled Subloop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and section 251(c) (3) of the Act, to the subloop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.
- 2.6.2 Subloop components include but are not limited to the following:
- 2.6.2.1 Unbundled Sub-Loop Distribution;
- 2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and
- 2.6.2.3 Unbundled Network Terminating Wire; and
- 2.6.2.4 Unbundled Sub-Loop Feeder.

### 2.6.3 Unbundled Sub-Loop (distribution facilities)

#### 2.6.3.1 Definition

- 2.6.3.2 , The unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. There are two offerings available for Unbundled Sub-Loops (USL):
- 2.6.3.3 Unbundled Sub-Loop Distribution (USL-D) will include the sub-loop facility from the cross-box in the field up to and including the point of demarcation.
- 2.6.3.4 BellSouth will also provide sub-loop interconnection to the intrabuilding network cable (INC) (riser cable). INC is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC (riser cable) will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.
- 2.6.4. Requirements for Unbundled Sub-Loop Distribution Facilities
- 2.6.4.1 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the Unbundled Sub-Loop may have load coils, which are necessary for

- transmission of voice grade services. The Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.6.4.2 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, DIECA would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to DIECA's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. DIECA's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.
- 2.6.4.3 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where DIECA has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in the next section 2.6.4.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.6.4.4) to accommodate DIECA's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. DIECA will then have the option of paying the one-time SC charge to modify the facilities to meet DIECA's request.
- 2.6.4.4 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.
- 2.6.5 Interface Requirements
- 2.6.5.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.
- 2.6.6 Unbundled Sub-Loop Concentration System (USLC)

- 2.6.6.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to DIECA with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into DIECA's collocation space. TR-008 and TR303 interface standards are available.
- USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of DIECA's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of DIECA's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
- 2.6.6.3 In these scenarios DIECA would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow DIECA's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

# 2.6.7 Unbundled Network Terminating Wire (UNTW)

2.6.7.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to DIECA pursuant to the following terms and conditions at rates as set forth in this Attachment.

## 2.6.7.2 Definition

2.6.7.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation.

## 2.6.7.3 Requirements

2.6.7.3.1 BellSouth will offer spare pairs that are available to an end user's premises to DIECA. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of DIECA's request for UNTW. If no spare pairs are available and the end user is no longer using

BellSouth's local service, BellSouth will relinquish the first pair to DIECA. If after BellSouth has relinquished the first pair to DIECA and the end user decides to change local service providers to BellSouth, DIECA will relinquish the first pair back to BellSouth.

- 2.6.7.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, DIECA agrees to surrender their spare pair(s) upon request by BellSouth.
- 2.6.7.3.3 If an end user of DIECA desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then DIECA agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.
- 2.6.7.3.4 If DIECA has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to DIECA's NTW to provide local exchange service to the end user, then DIECA agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.
- 2.6.7.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the CLEC.

#### 2.6.8 Technical Requirements

2.6.8.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for CLEC access to BellSouth's NTW. The SPOI will be installed either near BellSouth's garden terminal or wiring closet. DIECA will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. DIECA will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

## 2.7 Dark Fiber

#### 2.7.1 Defintion

Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

#### 2.7.2 Requirements

- 2.7.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two -year planning period, there is no requirement to provide said fiber to DIECA.
- 2.7.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at DIECA's request subject to time and materials charges.
- 2.7.2.3 DIECA may test the quality of the Dark Fiber to confirm its usability and performance specifications.

#### 2.7.2.4 **DISAGREE**

#### **BELLSOUTH'S PROPOSED LANGUAGE**

BellSouth shall use its best efforts to provide to DIECA information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from DIECA ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for DIECA's use and may not allow any other party to use such media, including BellSouth.

## **DIECA'S PROPOSED LANGUAGE**

BellSouth shall provide to DIECA information regarding the location, availability and performance of Dark Fiber within five (5) business days for a records based answer and ten (10) business days for a field based answer, after receiving a request from DIECA ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to ninety (90) business days after Confirmation, BellSouth shall hold such requested Dark Fiber for DIECA's use and may not allow any other party to use such media, including BellSouth.

## 2.7.2.5 **DISAGREE**

### **BELLSOUTH'S PROPOSED LANGUAGE**

BellSouth shall use its best efforts to make Dark Fiber available to DIECA within thirty (30) business days after it receives written confirmation from DIECA that the Dark Fiber previously deemed available by BellSouth is wanted for use by DIECA. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable DIECA to connect or splice DIECA provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

#### **DIECA'S PROPOSED LANGUAGE**

BellSouth shall make Dark Fiber available to DIECA within twenty (20) business days after it receives written confirmation from DIECA that the Dark Fiber previously deemed available by BellSouth is wanted for use by DIECA. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable DIECA to connect or splice DIECA provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

- 2.7.2.6 Dark Fiber shall meet the manufacturer's design specifications.
- 2.7.2.7 DIECA may splice and test Dark Fiber obtained from BellSouth using DIECA or DIECA designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

#### 2.8 DISAGREE

#### **BELLSOUTH PROPOSED LANGUAGE**

#### Rates

The prices that DIECA shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

#### **DIECA'S PROPOSED LANGUAGE**

Covad disagrees with rates.

#### 2.9 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which DIECA may submit LSRs electronically.

LENS Local Exchange Navigation System

EDI Electronic Data Interchange

TAG Telecommunications Access Gateway

## 2.9.1 **BELLSOUTH'S PROPOSED LANGUAGE**

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
•	SOMEC	SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS	See applicable rate element	\$19.99
interactive interfaces		SOMAN

## **DIECA'S PROPOSED LANGUAGE**

An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$.10	\$3.50
	SOMEC	SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS	See applicable rate element*	\$00.00
interactive interfaces		SOMAN

<sup>\*</sup>Until 90 days after the xDSL ordering EDI interface is commercially available, BellSouth will permit DIECA to place orders manually without charging DIECA the manual service order fee.

## 2.9.2 Denial/Restoral OSS Charge

In the event DIECA provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

## 2.9.3 **DISAGREE**

#### **BELLSOUTH'S PROPOSED LANGUAGE**

## Cancellation OSS Charge

DIECA will incur an OSS charge for an accepted LSR that is later canceled by DIECA.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

## **DIECA'S PROPOSED LANGUAGE**

DIECA will incur an OSS charge for an accepted LSR that is later canceled by DIECA, except when BellSouth does not deliver the loop in less than five (5) business days.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

## 2.9.4 Network Elements and Other Services Manual Additive

2.9.4.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit A.

## 2. 10 Preordering Loop Makeup (LMU)

#### 2.10.1 <u>Description of Service</u>

2.10.1.1 BellSouth shall make available to DIECA loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a preordering transaction, distinct from DIECA ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

#### 2.10.1.2 **<u>DISAGREE</u>**

## **BELLSOUTH'S PROPOSED LANGUAGE**

BellSouth will provide DIECA with loop makeup information consisting of at least the following on each loop:

Loop Status (working, spare, etc.)

Presence of DAML (Y/N)

Presence of DLC (Y/N)

Type of DLC

Address of customer

Loading information (type of loading, number of load points)

Buildout information (type of buildout, resistance, location)

For each cable segment (F1, F2, .....Fn)

Cable and Pair number

Assignable binding post numberServing terminal identifier (X-box identifier on F1)

The LMUSI may be utilized by DIECA for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by DIECA and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

## **DIECA'S PROPOSED LANGUAGE**

BellSouth will provide DIECA with loop makeup information consisting of at least the following on each loop:

Loop Status (working, spare, etc.)
Presence of DAML (Y/N)

Presence of DLC (Y/N)

Type of DLC

Service category (POTS1, POTS3, etc.)

RZ code (rz13, rz15)

Address of customer

Loading information (type of loading, number of load points)

Buildout information (type of buildout, resistance, location)

For each cable segment (F1, F2, .....Fn)

Cable and Pair number

Assignable binding post number

Serving terminal identifier (X-box identifier on F1)

The LMUSI may be utilized by DIECA for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by DIECA and BellSouth shall not be liable

in any way for the performance of the advanced data services provisioned over said loop.

#### 2.10.1.3 **OPEN**

BellSouth's LMU information is provided to DIECA as it exists either in BellSouth's databases or in its hard copy facility records. Results of Manual LMU requests are updated into BellSouth's databases. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.10.1.4 Mechanized LMU is available for limited deployment at the end of July, 2000 to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth.

# 2.10.2 <u>Submitting Loop Makeup Service Inquiries</u>

2.10.2.1 DIECA will be able to obtain LMU information by submitting a LMUSI mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if DIECA determines that it needs further loop data information in order to make a determination of loop service capability, DIECA may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.14.3.

### 2.10.2.2 **DISAGREE**

## **BELLSOUTH'S PROPOSED LANGUAGE**

Manual LMUSIs shall be submitted on the preordering manual LMUSI form by means of electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.

## **DIECA'S PROPOSED LANGUAGE**

Manual LMUSIs shall be submitted on the preordering manual LMUSI form by means of electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.

# 2.10.3 **DISAGREE**

# **BELLSOUTH'S PROPOSED LANGUAGE**

# LMUSI Types and Associated Charges

DIECA may request LMU information by submitting LMUSIs in accordance with the rate elements listed below.

LOOP MAKEUP SERVICE INQUIRIES	USOC	NRC - All States
MANUAL		
Loop Makeup - Preordering Without Reservation, per working facility queried (Manual)	UMKLW	\$134
Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is (3).]	UMKLW	\$134
Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is (3).]	UMKLP	\$140
MECHANIZED		
Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized)	TBD	\$1.08
Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) Maximum number of spare facilities per mechanized LMUSI is (10).]	TBD	\$1.08
Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) Maximum number of spare facilities per mechanized LMUSI is (10).]	TBD	\$1.08

## **DIECA'S PROPOSED LANGUAGE**

NRC - All States - Manual - \$67.00

NRC - All States - Mechanized - \$.10

2.10.3.1 DIECA will be assessed a nonrecurring charge for each facility queried as specified in the table above. Rates for all states are interim and subject to true-up pending approval of final rates by the respective State Commissions. True-ups will be retroactive to the effective date of this Agreement.

## 2.10.3.2 **OPEN**

DIECA may reserve facilities for up to four (4) calendar days in connection with a LMUSI. Reserved facilities for which DIECA does not plan to place a UNE local service request (LSR) should be cancelled by DIECA. Should DIECA wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).

## 2.10.3.3 **OPEN**

The reservation holding timeframe is a maximum of four (4) calendar days from the time that BellSouth's LMU data is returned to DIECA for the facility queried. During this holding time and prior to DIECA placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth.

#### 2.10.3.4 **OPEN**

If DIECA does not submit an LSR for a UNE service order on a reserved facility within the four-day calendar reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.10.3.5 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

## 2.10.4 Ordering of Other UNE Services

2.10.4.1 Whenever DIECA has reserved a facility through BellSouth's preordering LMU service, should DIECA seek to place a subsequent UNE LSR on a reserved facility, DIECA shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR., DIECA will be billed the appropriate rate element for the specific type UNE loop ordered by DIECA as set forth in this Attachment. DIECA will not be billed any additional Loop Makeup charges for the loop so ordered. Should DIECA choose to place a UNE LSR having previously submitted a request for preordering LMU without a reservation, DIECA will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Markup charges as set forth in this Attachment. Rates are provided in the UNE Rate Exhibits for Attachment 2.

#### 2.10.4.2 **DISAGREE**

## BELLSOUTH'S PROPOSED LANGUAGEDIECA'S PROPOSED LANGUAGE

DIECA shall be permitted to order, both electronically and manually, a loop it has qualified and reserved as an SL1 loop.

- 2.10.4.3 Where DIECA submits an LSR to order facilities reserved during the LMUSI process, BellSouth will assign to DIECA the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by DIECA. For those occasions when BellSouth's assignment system cannot assign the specific facility reserved by DIECA during the LMU pre-ordering transaction due to incomplete or incorrect information provided by DIECA during the ordering process, BellSouth will assign to DIECA, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by DIECA. If the ordered loop type is not available, DIECA may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.
- 2.10.4.4 BellSouth offers LMU information for the sole purpose of allowing DIECA to determine whether, in CLEC's judgment, BellSouth's loops will support the specific services that DIECA wishes to provide over those loops. DIECA may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, DIECA shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. DIECA bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. DIECA bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with DIECA's equipment for accomplishing DIECA's end goal for the intended service it wishes to provide its end-user(s). DIECA is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

### 2.11 High Frequency Spectrum Network Element

2.11.1 BellSouth shall provide Covad access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth

- in Exhibit D. BellSouth shall provide Covad with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.
- The High Frequency Spectrum is defined as the frequency range above the voiceband 2.11.1.1 on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Covad the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Covad shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Covad shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.
- The following loop requirements are necessary for Covad to be able to access the 2.11.1.2 High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and DIECA shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops as provided in this Interconnection Agreement (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning are established either by mutual agreement or by a state public utilities commission. The interim costs for conditioning are subject to true up as provided in this agreement. BellSouth will condition loops to enable Covad to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop in connection with Covad's access to the High Frequency Spectrum if conditioning of that loop impairs service from the end users perspective. If Covad requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Covad shall pay for the loop to be restored to its original state.
- 2.11.1.3 Covad's termination point is the point of termination for Covad's on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect Covad's connecting block to the splitter. The splitter will route

the High Frequency Spectrum on the circuit to the Covad's xDSL equipment in the Covad's collocation space.

## 2.11.1.4 **OPEN**

Covad shall have access to the each point of interconnection of the line inside the central office for test purposes, irrespective of where the Splitter is placed in the BellSouth premises. (BellSouth and Covad agree.)(Open – Is this just a Line Share Issue? Collocation Issue?)

# 2.11.2 PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTER SPACE

2.11.2.1 BellSouth will provide Covad with access to the High Frequency Spectrum as follows:

## 2.11.2.2 **DISAGREE**

## **BELLSOUTH'S PROPOSED LANGUAGE**

BellSouth will install splitters within forty-two (42) calendar days of Covad's submission of such order to the BellSouth Complex Resale Support Group.

## **DIECA'S PROPOSED LANGUAGE**

BellSouth will install splitters within fifteen (15) calendar days of Covad's submission of such order to the BellSouth Complex Resale Support Group.

## 2.11.2.3 **OPEN**

BellSouth shall provide Covad the status of manually submitted LSRs for end user line sharing orders through the PON Report on the CLEC Operations Website at <a href="https://clec.bellsouth.com">https://clec.bellsouth.com</a>.

Status shall include FOC Sent, Pending, Cancelled, In Clarification, or Rejected. A description of these statuses can be found on this website. This is a secure website. Passwords can be obtained from your account team.

For LSRs submitted through an electronic interface (EDI, TAG, LENS, RoboTAG), the following responses will be returned to Covad electronically: FOCs, Completion Notices, Errors/Clarifications, Pending Order Status, Jeopardies, e.g. (missed appointments. Covad may view CSRs through LENs.

Covad may determine the status of their line sharing end user service orders through CSOTS (CLEC Service Order Tracking System). The service order statuses are described in the Pending Order Status Job Aid located on the web at <a href="http://www.interconnection.bellsouth.com/markets/lec/oss">http://www.interconnection.bellsouth.com/markets/lec/oss</a> info.html Passwords for CSOTS can be obtained from the account team.

Covad may determine the status of their COSMOS work order for their line sharing end user orders through the COSMOS Line Sharing Report. This report will provide the telephone number, CLLI code, cable and pair, status and service order number if pending. The report also provides a summary including spare pairs, working pairs, working pairs pending disconnect, spare pairs pending connect, working pairs pending disconnect also pending connect, and defective pairs. A similar report will be available from SWITCH by December 31, 2000.

- 2.11.2.4 Covad shall be entitled to order the High Frequency Spectrum on lines served out of any central office where Covad has a splitter available for its use pursuant to Section 2.11.2.
- 2.11.2.5 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Covad access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Covad with a carrier notification letter at least 30 days before such change and shall work collaboratively with Covad to select a mutually agreeable brand of splitter for use by BellSouth. Covad shall thereafter purchase ports on the splitter as set forth more fully below.

## **2.11.2.6 DISAGREE**

## **BELLSOUTH'S PROPOSED LANGUAGE**

BellSouth will install the splitter in (i) a common area close to the Covad collocation area, if possible; or (ii) in a BellSouth relay rack as close to the DIECA DSO termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Covad DSO at such time that a Covad end user's service is established.

## **DIECA'S PROPOSED LANGUAGE**

BellSouth will install the splitter in (i) on the Main Distribution Frame or (ii) on a relay rack within 25 feet of the Main Distribution Frame. BellSouth will cross-connect the splitter data ports to a specified Covad DS0 at such time that a Covad end user's service is established.

- 2.11.2.7 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Covad desires to continue providing xDSL service on such loop, Covad shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Covad desires to continue providing xDSL service on such loop, Covad shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give Covad notice in a reasonable time prior to disconnect, which notice shall give Covad an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the method of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and Covad purchases the full stand-alone loop, Covad may elect the type of loop it will purchase. Covad will pay the appropriate recurring and non-recurring rates for such loop as set forth in Attachment 2 of the Agreement, including a voice grade loop.
- 2.11.2.8 Covad and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and Covad agree that Covad is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber-fed digital loop carrier. BellSouth will provide Covad with access to feeder sub-loops at UNE prices. BellSouth and Covad will work together to establish methods and procedures for providing Covad access to the High Frequency Spectrum over fiber fed digital loop carriers. 2.11.2.9 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.2.11.2.10 To order High Frequency Spectrum on a particular loop, Covad must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth shall allow Covad to order splitters in central offices where Covad is in the process of obtaining collocation space. BellSouth shall install such splitters before the end of Covad's collocation provisioning interval.

# 2.11.2.11 **DISAGREE**

#### BELLSOUTH PROPOSED LANGUAGE

BellSouth will devise a splitter order form that allows Covad to order splitter ports in increments of 24 or 96 ports.

## **DIECA'S PROPOSED LANGUAGE**

BellSouth will devise a splitter order form that allows Covad to order splitter ports in increments of 1, 24 or 96 ports.

- 2.11.2.12 BellSouth will provide Covad the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 2.11.2.13 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days. BellSouth's measurement of FOC/reject/clarification performance will be as set forth in 2.5.1 and 2.5.2 in Attachment 6 unless BellSouth is ordered by a Commission to provide a different level of performance, in which event BellSouth shall perform at the Commission ordered level. BellSouth will provide Covad with access to the High Frequency Spectrum as follows:

#### 2.11.2.13.1 **DISAGREE**

## **BELLSOUTH'S PROPOSED LANGUAGE**

For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

## **DIECA'S PROPOSED LANGUAGE**

For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

From September 2, 2000 until November 1, 2000, for 1-5 lines at the same address within two (2) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 3 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

From November 2, 2000 until January 1, 2001, for 1-5 lines at the same address within twenty four hours (24) from BellSouth's issuance of a FOC; 6-10 lines at

same address within 2 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

## 2.11.2.14 **OPEN**

Covad will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. Covad and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. BellSouth will use its best efforts to make available to Covad, by the fourth quarter of 2000, an electronic pre-ordering, ordering, provisioning, repair and maintenance and billing functionalities for the High Frequency Spectrum.

## 2.11.3 MAINTENANCE AND REPAIR

- 2.11.3.1 Covad shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. Covad may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 2.11.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. Covad will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 2.11.3.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call Covad. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the end user should contact BellSouth and Covad.
- 2.11.3.4 BellSouth and Covad will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which Covad has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.
- 2.11.3.4.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the end user to report the trouble to the other service provider. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

- 2.11.3.4.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.
- In the event Covad's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Covad and allow twenty-four (24) hours to cure the trouble. If Covad fails to resolve the trouble, BellSouth may discontinue Covad's access to the High Frequency Spectrum on such loop.

## **2.11.4 PRICING**

- 2.11.4.1 BellSouth and Covad agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the HUNE, BellSouth will provide cost studies for that state for the High Frequency Spectrum upon Covad's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.
- 2.11.4.2 BellSouth and Covad enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Covad may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Covad may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or Covad might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Covad with access to the High Frequency

Spectrum. The interim rates set forth in Exhibit D were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

# 3. Switching

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

# 3.1 Local Switching

BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.3 to DIECA for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to DIECA for the provision of a telecommunications service only in the limited circumstance described below in Section 3.3.4.6.

- 3.1.1. Except as otherwise provided herein, BellSouth shall not impose any restrictions on DIECA regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.
- 3.1.2. Local Circuit Switching Capability, including Tandem Switching Capability

## 3.1.2.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

- 3.1.2.2 When utilizing BellSouth's local circuit switching capability, local traffic shall be defined as set forth in Part B of the General Terms and Conditions.
- 3.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for DIECA when DIECA serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 3.1.4 In the event that DIECA orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office listed on Exhibit A, BellSouth's sole recourse shall be to charge DIECA a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge DIECA the local services resale rate for use of all Combinations used to provide the affected facilities to DIECA.
- 3.1.5 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by DIECA. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 3.1.6 BellSouth will provide to DIECA customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; (iii) for DIECA's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by DIECA. DIECA customers may use the same dialing arrangements as BellSouth customers.
- Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 3.1.8 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.
- 3.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to DIECA purchasing local BellSouth switching and reselling

BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. DIECA customers may use the same dialing arrangements as BellSouth customers, but obtain a DIECA branded service.

# 3.2 <u>Technical Requirements</u>

- 3.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 3.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 3.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 3.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by DIECA will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
- 3.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 3.2.1.5 BellSouth shall activate service for an DIECA customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to DIECA's services without loss of switch feature functionality as defined in this Agreement.
- 3.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 3.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 3.2.1.8 BellSouth shall control congestion points such as those caused by radio station callins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 3.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.

- 3.2.1.10 Special Services provided by BellSouth will include the following:
- 3.2.1.10.1 Telephone Service Prioritization:
- 3.2.1.10.2 Related services for handicapped;
- 3.2.1.10.3 Soft dial tone where required by law; and
- 3.2.1.10.4 Any other service required by law.
- 3.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 3.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 3.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to DIECA, upon a reasonable request from DIECA. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 3.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
- 3.2.1.14.1 Basic and primary rate ISDN;
- 3.2.1.14.2 Residential features;
- 3.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
- 3.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
- 3.2.1.14.5 Advanced intelligent network triggers supporting DIECA and BellSouth service applications.
- 3.2.2 BellSouth shall offer to DIECA all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
- 3.2.2.1 Off-Hook Immediate

3.2.2.2	Off-Hook Delay
3.2.2.3	Termination Attempt
3.2.2.4	6/10 Public Office Dialing Plan
3.2.2.5	Feature Code Dialing
3.2.2.6	Customer Dialing Plan
3.2.3	When the following triggers are supported by BellSouth, BellSouth will make these triggers available to DIECA:
3.2.3.1	Private EAMF Trunk
3.2.3.2	Shared Interoffice Trunk (EAMF, SS7)
3.2.3.3	N11
3.2.3.4	Automatic Route Selection
3.2.4	Where capacity exists, BellSouth shall assign each DIECA customer line the class of service designated by DIECA (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from DIECA customers to DIECA directory assistance operators at DIECA's option.
3.2.5	Where capacity exists, BellSouth shall assign each DIECA customer line the class of services designated by DIECA (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from DIECA customers to DIECA operators at DIECA's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an DIECA Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
3.2.6	Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.
3.2.7	Interface Requirements
3.2.7.1	BellSouth shall provide the following interfaces to loops:
3.2.7.1.1	Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
3.2.7.1.2	Coin phone signaling:

- 3.2.7.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.2.7.1.4 Two-wire analog interface to PBX;
- 3.2.7.1.5 Four-wire analog interface to PBX;
- 3.2.7.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 3.2.7.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.2.7.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 3.2.7.1.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 3.2.7.2 BellSouth shall provide access to the following but not limited to:
- 3.2.7.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by DIECA;
- 3.2.7.2.2 Interface to DIECA operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 3.2.7.2.3 Interface to DIECA Directory Assistance Services through the DIECA switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other DIECA required access to interexchange carriers as requested through appropriate trunk interfaces.

## 3.3 Tandem Switching

## 3.3.1 **Definition**

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

## 3.3.2 <u>Technical Requirements</u>

3.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

- 3.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 3.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by DIECA and BellSouth;
- 3.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
- 3.3.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by DIECA;
- 3.3.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 3.3.2.1.5.1 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 3.3.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 3.3.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 3.3.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 3.3.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 3.3.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by DIECA. Tandem Switching will provide recording of all billable events as jointly agreed to by DIECA and BellSouth.
- 3.3.2.1.10 Upon a reasonable request from DIECA, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to DIECA.
- 3.3.2.1.11 BellSouth shall maintain DIECA's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

- 3.3.2.1.12 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 3.3.2.1.13 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by DIECA and BellSouth.
- 3.3.2.1.14 Tandem Switching shall process originating toll-free traffic received from DIECA's local switch.
- 3.3.2.1.15 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 3.3.2.2 Interface Requirements
- 3.3.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 3.3.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 3.3.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 3.3.2.2.4 Tandem Switching shall interconnect with DIECA's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At DIECA's request, Tandem Switching shall record and keep records of traffic for billing.
- 3.3.2.2.5 Tandem Switching shall provide an alternate final routing pattern for DIECA's traffic overflowing from direct end office high usage trunk groups.
- 3.3.2.2.6 Tandem Switching shall be equal or better than the requirements for Tandem Switching set forth in the applicable technical references.
- 3.4 AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers

- 3.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of DIECA. AIN Selective Carrier Routing will provide DIECA with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 3.4.2 DIECA shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 3.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 3.4.4 Where AIN Selective Carrier Routing is utilized by DIECA, the routing of DIECA's end user calls shall be pursuant to information provided by DIECA and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- Upon ordering of AIN Selective Carrier Routing Regional Service, DIECA shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit A of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment. For each DIECA end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. DIECA shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit A of this Attachment.
- 3.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request Form B, AIN\_SCR Central Office Identification Form Form C, AIN\_SCR Routing Options Selection Form Form D, and Routing Combinations Table Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

- 3.4.7 The non-recurring End Office Establishment Charge will be billed to the client following our normal monthly billing cycle for this type of order.
- 3.4.8 End-User Establishment Orders will not be turned-up until the 2<sup>nd</sup> payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following our normal monthly billing cycle for this type of order.
- 3.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.
- 3.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed according per contracted rates.

# 3.5 Packet Switching Capability

## 3.5.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Mulitplexers, including but not limited to:

- 3.5.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel):
- 3.5.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 3.5.4 The ability to extract data units from the data channels on the loops, and
- 3.5.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 3.5.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
- 3.5.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

- 3.5.6.2 There are no spare copper loops capable of supporting the xDSL services DIECA seeks to offer;
- 3.5.6.3 BellSouth has not permitted DIECA to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point as defined in Section 2 of the Remote Site Collocation Attachment, nor has the DIECA obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and
- 3.5.6.4 BellSouth has deployed packet switching capability for its own use.
- 3.5.7 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

## 3.6 Interoffice Transmission Facilities

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to DIECA for the provision of a telecommunications service.

#### 3.7 Rates

The prices that DIECA shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

# 3.8 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.9 of this Attachment.

#### 4. Unbundled Network Element Combinations

- 4.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs) 2) UNE Loops/Special Access Combinations 3) Loop/Port Combinations and 4) Transport Combinations.
- 4.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

- 4.3 **EELs**
- 4.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 4.3.2 below.
- 4.3.2 Subject to Section 4.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 4.3.4 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to DIECA's POP serving wire center. The circuit must be connected to DIECA's switch for the purpose of provisioning telephone exchange service to DIECA's end-user customers. The EEL will be connected to DIECA's facilities in DIECA's collocation space at the POP SWC, or DIECA may purchase BellSouth's access facilities between DIECA's POP and DIECA's collocation space at the POP SWC.
- 4.3.3 BellSouth shall provide EEL combinations to DIECA in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to DIECA those EEL combinations described in Section 4.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to DIECA in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to DIECA only to the extent such network elements are Currently Combined.
- 4.3.4 EEL Combinations
- 4.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 4.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 4.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 4.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 4.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 4.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
- 4.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 4.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop

- 4.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 4.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 4.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 4.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 4.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 4.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 4.3.5 EEL combinations for DS1 level and above will be available only when DIECA provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.
- 4.3.6 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 4.3.7 <u>Special Access Service Conversions</u>
- 4.3.7.1 DIECA may not convert special access services to combinations of loop and transport network elements, whether or not DIECA self-provides its entrance facilities (or obtains entrance facilities from a third party), unless DIECA uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent DIECA requests to convert any special access services to combinations of loop and transport network elements at UNE prices, DIECA shall provide to BellSouth a letter certifying that DIECA is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option DIECA seeks to qualify for conversion of special access circuits. DIECA shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
- 4.3.7.1.1 DIECA certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at DIECA's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, DIECA is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. DIECA can

- then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
- 4.3.7.1.2 DIECA certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at DIECA's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 4.3.7.1.3 DIECA certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. DIECA does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 4.3.7.2 In addition, there may be extraordinary circumstances where DIECA is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 4.3.7.1. In such case, DIECA may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon DIECA's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 4.3.7.3 BellSouth may at its sole discretion audit DIECA records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and DIECA shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, DIECA shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that DIECA is not providing a significant amount of local exchange traffic over the combinations of loop and transport network

elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from DIECA.

- 4.3.7.4 DIECA may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.
- 4.3.8 Rates
- 4.3.8.1 Georgia
- 4.3.8.2 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 4.3.4 whether Currently Combined or new, are as set forth in Exhibit D of this Amendment.
- 4.3.8.3 On an interim basis, for combinations of loop and transport network elements not set forth in Section 4.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
- 4.3.8.4 To the extent that DIECA seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, DIECA, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.
- 4.3.8.5 All Other States
- 4.3.8.5.1 Subject to Section 4.3.2 and 4.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 4.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.
- 4.3.8.6 Multiplexing

4.3.8.6.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

#### 4.4 Other Network Element Combinations

- 4.4.1 In the state of Georgia, BellSouth shall make available to DIECA, in accordance with Section 4.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to DIECA, in accordance with Section 4.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.
- 4.4.2 Rates
- 4.4.2.1 Georgia
- 4.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit D of this Attachment.
- 4.4.2.1.2 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
- 4.4.2.1.3 To the extent that DIECA seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, DIECA, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.
- 4.4.2.2 All Other States
- 4.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.
- 4.5 UNE/Special Access Combinations

4.5.1 Additionally, BellSouth shall make available to DIECA a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent DIECA will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 4.3.7.

#### 4.5.2 Rates

4.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit D and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

# 5. Port/Loop Combinations

- 5.1 At DIECA's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 1.4 below, that are currently combined in BellSouth's network except as specified in Sections 5.1.1 and 5.1.2 below.
- 5.1.1 BellSouth is not required to provide access to combinations of port and loop network elements in locations where BellSouth is not required to provide circuit switching.
- 5.1.2 BellSouth is not required to provide circuit switching in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to DIECA if DIECA's customer has 4 or more DS0 equivalent lines.

## 5.2 <u>Definition</u>

- 5.2.1 For purposes of this Amendment, references to Currently Combined network elements shall mean that such network elements are in fact already combined in the BellSouth network to provide service to a particular end user at a particular location.
- 5.2.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Section 5.4 following provides the combinations of port and loop network elements that may be ordered by DIECA when currently combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.1.2 above.

- 5.2.3 In Georgia, BellSouth shall provide combinations of port and loop network elements to DIECA regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.1.2 above.
- 5.3 Rates for Combinations of Loop and Port Network Elements
- Rates for combinations of loop and port network elements, as set forth in Section 5.4, are provided in Exhibit A of this Attachment
- 5.3.2 Rates for Circuit Switching
- Rates for circuit switching, where BellSouth is not required, pursuant to Section 5.1, to provide circuit switching are as set forth in Exhibit A of this Attachment.
- 5.4 Combination Offerings
- 5.4.1 2-wire voice grade port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.2 2-wire voice grade DID port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.3 2-wire CENTREX port, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.4. 2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.5 2-wire ISDN Primary Rate Interface, DS1 loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.4.6 4-wire DS1 Trunk port, DS1 Loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

# 6. Transport and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

## 6.1. Transport

## 6.1.1 Definition of Common (Shared) Transport

Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

## 6.1.2 <u>Technical Requirements of Common (Shared) Transport</u>

- 6.1.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.
- 6.1.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 6.1.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 6.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.
- 6.2 Interoffice transmission facility network elements include:
- 6.2.1 Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and DIECA.
- Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;

- Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.
- 6.2.4 BellSouth shall:
- Provide DIECA exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
- 6.2.4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that DIECA could use to provide telecommunications services;
- 6.2.4.3 Permit, to the extent technically feasible, DIECA to connect such interoffice facilities to equipment designated by DIECA, including but not limited to, DIECA's collocated facilities; and
- 6.2.4.4 Permit, to the extent technically feasible, DIECA to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.
- Provided that the facility is used to transport a significant amount of local exchange services DIECA shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

# 6.3 Dedicated Transport

- 6.3.1 Definitions
- Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.
- 6.3.3 Unbundled Local Channel
- Unbundled Local Channel is the dedicated transmission path between DIECA's Point of Presence and the BellSouth Serving Wire Center's collocation.
- 6.3.5 <u>Unbundled Interoffice Channel.</u>
- 6.3.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

- 6.3.7 BellSouth shall offer Dedicated Transport in each of the following ways:
- 6.3.7.1 As capacity on a shared UNE facility.
- 6.3.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to DIECA. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.
- 6.3.8 When Dedicated Transport is provided it shall include:
- 6.3.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;
- 6.3.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true up, and the Parties will amend the Agreement to reflect the new rates.
- 6.3.10 Technical Requirements
- 6.3.10.1 This Section sets forth technical requirements for all Dedicated Transport.
- 6.3.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to DIECA designated traffic.
- 6.3.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
- 6.3.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 6.3.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 6.3.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 6.3.10.6.1 DS0 Equivalent;

- 6.3.10.6.2 DS1 (Extended SuperFrame ESF);
- 6.3.10.6.3 DS3 (signal must be framed);
- 6.3.10.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.3.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by DIECA.
- 6.3.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 6.3.11.1 BellSouth Technical References:
- 6.3.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 6.3.11.3 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.
- 6.3.11.4 TR 73525 MegaLink®Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

## 6.4 Unbundled Channelization

- 6.4.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Attachment.
- 6.4.2 Definition
- Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, DIECA can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).
- 6.4.3 Channelization capabilities will be as follows:

- 6.4.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.
- 6.4.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.
- 6.4.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.
- 6.4.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.
- 6.4.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.
- 6.4.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.4.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.
- 6.4.8 Channelization may be incorporated within dedicated transport or ordered as a standalone capability, which requires either the high or low speed side to be connected to collocation.
- 6.4.9 Technical Requirements
- 6.4.9.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.
- 6.4.9.2 DS0 to DS1 Channelization
- 6.4.9.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions. DS0 to DS1 Channelization requirements are essential the same as defined in BellSouth Technical Reference 73525, MegaLink® Service, MegaLink® Channel Service, MegaLink® Plus Service, and MegaLink® Light Service Interface and Performance Specification.

## 6.4.9.3 DS1 to DS3 Channelization

6.4.9.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, LightGate Service Interface and Performance Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

#### 6.4.9.4 DS1 to STS Channelization

6.4.9.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, LightGate® Service Interface and Performance Specifications

#### 6.5 Dark Fiber

The terms, conditions and rates for Dark Fiber are as set forth in Section 2.7 of this Attachment.

6.5.3.1

# 6.6 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.9 of this Attachment.

# 7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

- 7.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database
- 7.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by DIECA. BellSouth shall provide 8XX TFD in accordance with the following:

# 7.1.2 <u>Technical Requirements</u>

- 7.1.2.1 BellSouth shall provide DIECA with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.
- 7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by DIECA.
- 7.1.2.3 The SCP shall also provide, at DIECA's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:
- 7.1.2.3.1 Network Management;
- 7.1.2.3.2 Customer Sample Collection; and
- 7.1.2.3.3 Service Maintenance.
- 7.2 Automatic Location Identification/Data Management System (ALI/DMS)

7.2.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

## 7.3 Rates

The prices that DIECA shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

## 8 Line Information Database (LIDB)

- 8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.
- 8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

## 8.2.1 Definition

8.2.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

## 8.2.3 Technical Requirements

- 8.2.4 BellSouth will offer to DIECA any additional capabilities that are developed for LIDB during the life of this Agreement.
- 8.2.4.1 BellSouth shall process DIECA's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to DIECA what additional functions (if any) are performed by LIDB in the BellSouth network.
- 8.2.4.2 Within two (2) weeks after a request by DIECA, BellSouth shall provide DIECA with a list of the customer data items, which DIECA would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 8.2.4.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.
- 8.2.4.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

- 8.2.4.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.2.4.6 All additions, updates and deletions of DIECA data to the LIDB shall be solely at the direction of DIECA. Such direction from DIECA will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 8.2.4.7 BellSouth shall provide priority updates to LIDB for DIECA data upon DIECA's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 8.2.4.8 BellSouth shall provide LIDB systems such that no more than 0.01% of DIECA customer records will be missing from LIDB, as measured by DIECA audits. BellSouth will audit DIECA records in LIDB against DBAS to identify record mismatches and provide this data to a designated DIECA contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to DIECA within one business day of audit. Once reconciled records are received back from DIECA, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact DIECA to negotiate a time frame for the updates, not to exceed three business days.
- 8.2.4.9 BellSouth shall perform backup and recovery of all of DIECA's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 8.2.4.10 BellSouth shall provide DIECA with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between DIECA and BellSouth.
- 8.2.4.11 BellSouth shall prevent any access to or use of DIECA data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by DIECA in writing.
- 8.2.4.12 BellSouth shall provide DIECA performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by DIECA at least at parity

with BellSouth Customer Data. BellSouth shall obtain from DIECA the screening information associated with LIDB Data Screening of DIECA data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to DIECA under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

- 8.2.4.13 BellSouth shall accept queries to LIDB associated with DIECA customer records, and shall return responses in accordance with industry standards.
- 8.2.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.2.5 <u>Interface Requirements</u>
- 8.2.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 8.2.6.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 8.2.6.2 The CCS interface to LIDB shall be the standard interface described herein.
- 8.2.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 8.3 Rates

The prices that DIECA shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

# 9 Signaling

- 9.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.
- 9.2 BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

# 9.3 Signaling Link Transport

- 9.3.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.
- 9.3.2 Technical Requirements
- 9.3.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
- 9.3.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:
- 9.3.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and
- 9.3.3.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).
- 9.3.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:
- 9.3.4.1 An A-link layer shall consist of two links.
- 9.3.4.2 A B-link layer shall consist of four links.
- 9.3.5 A signaling link layer shall satisfy a performance objective such that:
- 9.3.5.1 There shall be no more than two minutes down time per year for an A-link layer; and

- 9.3.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 9.3.5.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 9.3.5.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
- 9.3.5.3.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.3.5.4 <u>Interface Requirements</u>
- 9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface at the DIECA designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.4 Signaling Transfer Points (STPs)
- 9.4.1 <u>Definition</u> Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 9.4.2 <u>Technical Requirements</u>
- 9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network.

  These include:
- 9.4.2.1.1 BellSouth Local Switching or Tandem Switching;
- 9.4.2.1.2 BellSouth Service Control Points/DataBases;
- 9.4.2.1.3 Third-party local or tandem switching;
- 9.4.2.1.4 Third-party-provided STPs.
- 9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital

- Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an DIECA local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between DIECA local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.4.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a DIECA or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a DIECA database, then DIECA agrees to provide BellSouth with the Destination Point Code for the DIECA database.
- 9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
- 9.4.2.6.1 MTP Routing Verification Test (MRVT); and
- 9.4.2.6.2 SCCP Routing Verification Test (SRVT).
- 9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an DIECA or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become

- approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by DIECA and BellSouth.
- 9.4.2.8 STPs shall be on parity with BellSouth.
- 9.4.2.9 SS7 Advanced Intelligent Network (AIN) Access
- 9.4.2.9.1 When technically feasible and upon request by DIECA, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the DIECA SS7 network to exchange TCAP queries and responses with an DIECA SCP.
- 9.4.2.9.2 SS7 AIN Access shall provide DIECA SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and DIECA SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the DIECA SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.
- 9.4.3 <u>Interface Requirements</u>
- 9.4.3.1 BellSouth shall provide the following STPs options to connect DIECA or DIECA-designated local switching systems or STPs to the BellSouth SS7 network:
- 9.4.3.1.1 An A-link interface from DIECA local switching systems; and,
- 9.4.3.1.2 A B-link interface from DIECA local STPs.
- 9.4.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
- 9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting DIECA local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and DIECA will work jointly to establish mutually acceptable SPOIs.
- 9.4.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the

- failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and DIECA will work jointly to establish mutually acceptable SPOIs.
- 9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.3.6 Message Screening
- 9.4.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from DIECA local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the DIECA switching system has a legitimate signaling relation.
- 9.4.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from DIECA local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the DIECA switching system has a legitimate signaling relation.
- 9.4.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from DIECA from any signaling point or network interconnected through BellSouth's SS7 network where the DIECA SCP has a legitimate signaling relation.
- 9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

### 9.5 Service Control Points/Databases

## 9.5.1 <u>Definition</u>

- 9.5.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 9.5.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for

provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

## 9.5.3 Technical Requirements for SCPs/Databases

- 9.5.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to DIECA in accordance with the following requirements.
- 9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

### 9.5.4 <u>Database Availability</u>

- 9.5.4.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for DIECA customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

## 9.6 Local Number Portability Database

#### 9.6.1 Definition

9.6.2 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

#### 9.7 SS7 Network Interconnection

- 9.7.1 **Definition**.
- 9.7.2 SS7 Network Interconnection is the interconnection of DIECA local Signaling
  Transfer Point Switches (STP) and DIECA local or tandem switching systems with
  BellSouth STPs. This interconnection provides connectivity that enables the
  exchange of SS7 messages among BellSouth switching systems and databases (DBs),
  DIECA local or tandem switching systems, and other third-party switching systems
  directly connected to the BellSouth SS7 network.
- 9.7.3 <u>Technical Requirements</u>
- 9.7.3.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
- 9.7.3.1.1 BellSouth local or tandem switching systems;
- 9.7.3.1.2 BellSouth DBs; and
- 9.7.3.1.3 Other third-party local or tandem switching systems.
- 9.7.4 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and DIECA or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.7.5 If traffic is routed based on dialed or translated digits between an DIECA local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the DIECA local STPs and BellSouth or other third-party local switch.
- 9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
- 9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

- 9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an DIECA local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of DIECA local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 9.7.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
- 9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;
- 9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and
- 9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 9.7.13 <u>Interface Requirements</u>
- 9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect DIECA or DIECA-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
- 9.7.13.1.1 A-link interface from DIECA local or tandem switching systems; and

#### 9.7.13.1.2 B-link interface from DIECA STPs.

- 9.7.13.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting DIECA local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and DIECA will work jointly to establish mutually acceptable SPOI.
- 9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and DIECA will work jointly to establish mutually acceptable SPOI.
- 9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.13.5 BellSouth shall set message screening parameters to accept messages from DIECA local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the DIECA switching system has a legitimate signaling relation.
- 9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

#### 9.8 Rates

The prices that DIECA shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

# 10. Operator Call Processing, Inward Operator Services and Directory Assistance Services

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

## 10.2 Operator Systems

10.2.1 <u>Definition.</u> Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

### 10.3 Operator Service

10.3.1 <u>Definition</u>. Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

#### 10.3.2 Requirements

- 10.3.2.1 When DIECA requests BellSouth to provide Operator Services, the following requirements apply:
- 10.3.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.
- 10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.
- 10.3.2.1.3 BellSouth shall process calls that are billed to DIECA end user's calling card that can be validated by BellSouth.
- 10.3.2.1.4 BellSouth shall complete person-to-person calls.
- 10.3.2.1.5 BellSouth shall complete collect calls.
- 10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

- 10.3.2.1.7 BellSouth shall complete station-to-station calls.
- 10.3.2.1.8 BellSouth shall process emergency calls.
- 10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 10.3.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
- 10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing DIECA local end users the same IXC access as provided to BellSouth end users.
- 10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to DIECA that BellSouth provides for its own operator service.
- 10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Personto-Person, and Billed-to-Third-Party calls.
- 10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by DIECA.
- 10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to DIECA in accordance with CLEC ODUF standards specified in Attachment 7.
- 10.3.3 Interface Requirements
- 10.3.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of DIECA, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.
- 10.4 Directory Assistance Service
- 10.4.1 <u>Definition.</u> Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.
- 10.4.2 Requirements
- Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by DIECA's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, DIECA may request such requirement pursuant to the

- Bona Fide Request/New Business Process as set forth in General Terms and Conditions.
- 10.4.4 <u>Directory Assistance Service Updates</u>
- 10.4.4.1 BellSouth shall update end user listings changes daily. These changes include:
- 10.4.4.1.1 New end user connections: BellSouth will provide service to DIECA that is equal to the service it provides to itself and its end users;
- 10.4.4.1.2 End user disconnections: BellSouth will provide service to DIECA that is equal to the service it provides to itself and its end users; and
- 10.4.4.1.3 End user address changes: BellSouth will provide service to DIECA that is equal to the service it provides to itself and its end users;
- 10.4.4.1.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 10.4.5 Branding for Operator Call Processing and Directory Assistance
- 10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to DIECA end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows DIECA to have its calls custom branded with DIECA's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.
- 10.4.5.2 BellSouth offers four service levels of branding to DIECA when ordering Directory Assistance and/or Operator Call Processing.
- 10.4.5.2.1 Service Level 1 BellSouth Branding
- 10.4.5.2.2 Service Level 2 Unbranded
- 10.4.5.2.3 Service Level 3 Custom Branding
- 10.4.5.2.4 Service Level 4 Self Branding (applicable only to DIECA for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
- 10.4.6 For Resellers and Use with an Unbundled Port
- 10.4.6.1 BellSouth Branding is the Default Service Level.

- 10.4.6.2 Unbranding, Custom Branding, and Self Branding require DIECA to order selective routing for each originating BellSouth end office identified by DIECA. Rates for Selective Routing are set forth in this Attachment.
- 10.4.6.3 Customer Branding and Self Branding require DIECA to order dedicated trunking from each BellSouth end office identified by DIECA, to either the BellSouth Traffic Operator Position System (TOPS) or DIECA Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.6.4 Unbranding Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by DIECA to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.7 For Facilities Based Carriers
- 10.4.7.1 All Service Levels require DIECA to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which DIECA requires service.
- 10.4.8 Directory Assistance customized branding uses:
- 10.4.8.1 the recording of the name;
- 10.4.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 10.4.9 Operator Call Processing customized branding uses:
- 10.4.9.1 the recording of the name;
- 10.4.9.2 the front-end loading of the DRAM in the TOPS Switch;
- 10.4.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
- 10.4.9.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
- 10.4.9.5 BellSouth will provide to DIECA purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory

assistance services platform or operator services platform. DIECA end users may use the same dialing arrangements as BellSouth end users, but obtain a DIECA branded service.

### 10.5 Directory Assistance Database Service (DADS)

- BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to DIECA end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). DIECA agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, DIECA agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, DIECA authorizes the inclusion of DIECA Directory Assistance listings in the BellSouth Directory Assistance products.
- BellSouth shall provide DIECA initially with a base file of subscriber listings which reflect all listing change activity occurring since DIECA's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by DIECA and BellSouth. DIECA agrees to assume the costs associated with CONNECT: Direct TM connectivity, which will vary depending upon volume and mileage.
- 10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to DIECA on a Business, Residence, or combined Business and Residence basis. DIECA agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after DIECA receives the Base File.
- 10.5.4 BellSouth is authorized to include DIECA Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of DIECA Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to DIECA.
- 10.5.5 Rates for DADS are as set forth in this Attachment.
- 10.6 Direct Access to Directory Assistance Service

- 10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide DIECA's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow DIECA to utilize its own switch, operator workstations and optional audio subsystems.
- 10.6.2 BellSouth will provide DADAS from its DA location. DIECA will access the DADAS system via a telephone company provided point of availability. DIECA has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.
- 10.6.3 A specified interface to each DIECA subsystem will be provided by BellSouth.

  Interconnection between DIECA's system and a specified BellSouth location will be pursuant to the use of DIECA owned or DIECA leased facilities and shall be appropriate sized based upon the volume of queries being generated by DIECA.
- 10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
- 10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;
- 10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;
- 10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.
- 10.6.5 Rates for DADAS are as set forth in this Attachment.
- 10.7 Automatic Location Identification/Data Management System (ALI/DMS)
- The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

## 10.7.2 <u>Technical Requirements</u>

- 10.7.2.1 BellSouth shall offer DIECA a data link to the ALI/DMS database or permit DIECA to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to DIECA immediately after DIECA inputs information into the ALI/DMS database. Alternately, DIECA may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.
- 10.7.2.2 The ALI/DMS database shall contain the following end user information:
- 10.7.2.2.1 Name;
- 10.7.2.2.2 Address;
- 10.7.2.2.3 Telephone number; and
- 10.7.2.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).
- 10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless DIECA requests otherwise and shall be updated if DIECA requests, provided DIECA supplies BellSouth with the updates.
- 10.7.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 10.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.
- 10.7.3 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for DIECA end users shall meet industry standards.

#### 10.8 Rates

The prices that DIECA shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

## 11. Calling Name (CNAM) Database Service

- All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.
- The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. DIECA must provide to its account manager a written request with a requested activation date to activate this service. If DIECA is interested in requesting CNAM with volume and term pricing, DIECA must contact its account manager to request a separate CNAM volume and term Agreement.
- SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.
- 11.4 Service Creation Environment and Service Management System (SCE/SMS)
  Advanced Intelligent Network (AIN) Access
- 11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide DIECA the capability that will allow DIECA and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
- 11.4.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to DIECA. Scheduling procedures shall provide DIECA equivalent priority to these resources.
- BellSouth SCP shall partition and protect DIECA service logic and data from unauthorized access, execution or other types of compromise.
- When DIECA selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable DIECA to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- When DIECA selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. DIECA access will be provided via remote data connection (e.g., dial-in, ISDN).

When DIECA selects SCE/SMS AIN Access, BellSouth shall allow DIECA to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

### 11.5 Rates

The prices that DIECA shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

#### 12. Basic 911 and E911

- All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.
- 12.2 If DIECA orders network elements and other services, then DIECA is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

#### 12.3 <u>Definition</u>

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

#### 12.5 Requirements

- Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to DIECA a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. DIECA will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. DIECA will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, DIECA will be required to discontinue the Basic 911 procedures and being using E911 procedures.
- E911 Service Provisioning. For E911 service, DIECA will be required to install a minimum of two dedicated trunks originating from the DIECA serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. DIECA will be required to provide BellSouth daily updates to the E911 database. DIECA will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available,

DIECA will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. DIECA shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 12.5.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on DIECA beyond applicable charges for BellSouth trunking arrangements.
- 12.5.4 Basic 911 and E911 functions provided to DIECA shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and DIECA to follow in providing 911/E911 services.

## 13. True-Up

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

- The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

#### 13.3 **OPEN**

## **BELLSOUTH'S CURRENT LANGUAGE**

The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

#### **DIECA'S PROPOSED LANGUAGE**

### DIECA PROPOSES THAT LANGUAGE BE ELIMINATED.

### 13.4 **OPEN**

#### **BELLSOUTH'S CURRENT LANGUAGE**

A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

- (a) BellSouth and DIECA are entitled to be a full Party to the proceeding;
- (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
- (c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

#### **DIECA'S PROPOSED LANGUAGE**

## DIECA PROPOSES THAT LANGUAGE BE ELIMINATED.

#### **EXHIBIT A**

## LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

#### I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of DIECA and pursuant to which BellSouth, its LIDB customers and DIECA shall have access to such information. DIECA understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of DIECA, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
  - 1. Billed Number Screening
  - 2. Calling Card Validation
  - Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify DIECA of fraud alerts so that DIECA may take action it deems appropriate. DIECA understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by DIECA pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to DIECA for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

DIECA understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. DIECA further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, DIECA understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on DIECA's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its

supporting systems the means to differentiate DIECA's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) DIECA agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for DIECA's end user accounts which are resident in LIDB pursuant to this Agreement. DIECA authorizes BellSouth to place such charges on DIECA's bill from BellSouth and agrees that it shall pay all such charges. Charges for which DIECA hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) DIECA shall have the responsibility to render a billing statement to its end users for these charges, but DIECA's obligation to pay BellSouth for the charges billed shall be independent of whether DIECA is able or not to collect from DIECA's end users.
- (d) BellSouth shall not become involved in any disputes between DIECA and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to DIECA. It shall be the responsibility of DIECA and the other entity to negotiate and arrange for any appropriate adjustments.

#### II. TERM

This Agreement will be effective as of \_\_\_\_\_\_, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

#### III. FEES FOR SERVICE AND TAXES

- A. DIECA will not be charged a fee for storage services provided by BellSouth to DIECA, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by DIECA. DIECA shall have the right to have BellSouth contest with the imposing

jurisdiction, at DIECA's expense, any such taxes that DIECA deems are improperly levied.

## IV. MISCELLANEOUS

A. This LIDB Storage Agreement shall be subject to the terms and conditions of the Interconnection Agreement between DIECA and BellSouth.

## FACILITIES BASED ADDENDUM TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

This is a Facilities Based Addendum to the Line Information Data Base Storage  Agreement dated, between BellSouth				
Telecommunications, Inc. ("BellSouth"), and ("DIECA"), effective theday of				
effective tile day of				
I.	GENERAL			
	This Addendum sets forth the terms and conditions for DIECA's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by DIECA, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.			
II.	DEFINITIONS			
A.	Billing number - a number that DIECA creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.			
В.	Line number - a ten digit number that identifies a telephone line administered by DIECA.			
C.	Special billing number - a ten digit number that identifies a billing account established by DIECA.			
D.	Calling Card number - a billing number plus PIN number.			
E.	PIN number - a four digit security code assigned by DIECA which is added to a billing number to compose a fourteen digit calling card number.			
F.	Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by DIECA.			
G.	Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.			

- H. Calling Card Validation refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by DIECA.

#### III. RESPONSIBILITIES OF PARTIES

- A. DIECA will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.
- B. BellSouth will store in its LIDB the billing number information provided by DIECA. Under normal operating conditions, BellSouth shall include DIECA's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of DIECA's working telephone numbers.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information provided by DIECA to perform the following functions for authorized users on an on-line basis:
  - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by DIECA, and where the last four digits (PIN) are a security code assigned by DIECA.
  - Determine whether DIECA or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. DIECA will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. DIECA will arrange and pay for transport of updates to BellSouth.

#### IV. COMPLIANCE

Unless expressly authorized in writing by DIECA, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

#### **EXHIBIT B**

## CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

#### 1. Definitions

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides DIECA the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

#### 2. Attachment

- This Attachment contains the terms and conditions where BellSouth will provide to the DIECA access to the BellSouth CNAM SCP for query or record storage purposes.
- DIECA shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to DIECA's access to BellSouth's CNAM Database Services and shall be addressed to DIECA's Account Manager.

## 3. Physical Connection and Compensation

- 3.1 BellSouth's provision of CNAM Database Services to DIECA requires interconnection from DIECA to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- 3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, DIECA shall provide its own CNAM SSP. DIECA's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.3 If DIECA elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that DIECA desires to query.
- 3.4 Out-Of-Region Customers
  If the customer queries the

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

#### 4. CNAM Record Initial Load and Updates

- 4.1 The mechanism to be used by DIECA for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by DIECA in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of DIECA to provide accurate information to BellSouth on a current basis.
- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 DIECA CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

## Attachment 5

Access to Numbers and Number Portability

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## ACCESS TO NUMBERS AND NUMBER PORTABILITY

## 1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

- During the term of this Agreement, DIECA shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, DIECA will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 For the purposes of the resale of BellSouth's telecommunications services by DIECA, BellSouth will provide DIECA with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. DIECA acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that DIECA cancel its reservations of numbers. DIECA shall comply with such request.
- 1.3. Further, upon DIECA request and for the purposes of the resale of BellSouth's telecommunications services by DIECA, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for DIECA's sole use. Such telephone number reservations shall be transmitted to DIECA via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. DIECA acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for DIECA's reasonable need in that particular CLLIC.

#### 2. Number Portability Permanent Solution

- 2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.
- 2.2 <u>End User Line Charge</u>. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC.

This end user line charge will be as filed in FCC No. 1 and will be billed to DIECA where DIECA is a subscriber to local switching or where DIECA is a reseller of BellSouth telecommunications services. This charge will not be discounted.

## 3. Service Provider Number Portability

- 3.1 <u>Definition</u>. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.
- Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of DIECA. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the DIECA switch that serves the subscriber.
- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

### 3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

#### 4. SPNP Implementation

4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

- 4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.
- SPNP-DID service, as contemplated by this Agreement, provides trunk side access to 4.3 end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.
- 4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

- The calling Party shall be responsible for payment of the applicable charges for sent-4.4 paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- Each Party shall be responsible for obtaining authorization from the end user for the 4.5 handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.

- Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.
- 4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

## 5. Transition to Permanent Number Portability

- Once a PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.
- Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

#### 6. True-up

The terms and conditions for Tennessee true-up and other rates that are interim or expressly subject to true-up under this attachments are as set forth in Section 13 of Attachment 2.

# 7. Operational Support System (OSS) Rates

The terms, conditions and rates for OSS are as set forth in Section 2.9 of Attachment 2.

# Attachment 6 Ordering and Provisioning

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#### **ORDERING AND PROVISIONING**

#### 1. Quality of Ordering and Provisioning

- 1.1 All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.
- 1.2 BellSouth shall provide ordering and provisioning services to DIECA that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for ordering and provisioning are set forth in the various ordering and provisioning guides at the time of execution of this agreement. The guides may be referenced at the following site:

  <a href="http://www.interconnection.bellsouth.com/guides/guides\_p.html">http://www.interconnection.bellsouth.com/guides/guides\_p.html</a>. The provisioning intervals for DIECA orders are set forth in Attachment 2.

Where DIECA requests work to be performed outside of normal working hours as defined below, DIECA will be billed and will pay overtime charges except as provided for in 1.3.1.

For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

```
Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated, coordinated orders and order coordinated-time specific)

Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated orders)
```

The above hours represent the hours for those BellSouth employees performing physical wire work. Times are either Eastern standard or Central standard times depending on the location of the work being performed.

It is understood and agreed that BellSouth technicians involved in provisioning service to DIECA may work shifts outside of BellSouth's regular working hours as defined in Section 1.3 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that DIECA requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hours and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of DIECA, BellSouth will not assess DIECA additional charges beyond the rates and charges specified in this Agreement.

BellSouth provides COVAD access to the LCSC for ordering support at parity with the same hours BellSouth provides ordering support to its customers, its affiliates or any other CLEC. BellSouth's current hours of operation are:

#### Monday through Saturday

Consumer: (Residential Service)

Atlanta: 7:00 a.m. until 7:00 p.m. EST. Birmingham: 7:00 a.m. until 7:00 p.m. CST

## Monday through Friday

UNE LCSC

Atlanta: 8:00 a.m. until 6:00 p.m. EST Birmingham: 8:00 a.m. until 6:00 p.m. CST

**Business Resale/Complex LCSC** 

Atlanta: 8:00 a.m. until 6:00 p.m. EST Birmingham: 8:00 a.m. until 6:00 p.m. CST

Complex Resale Support Group

8 a.m. to 5 p.m. CST

The LCSC will be closed in observance of the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Changes to the above hours may be made by BellSouth from time to time as changes occur to the hours BellSouth provides ordering support to its own end users.

BellSouth will provide 30 days notice to DIECA of any change in hours of operation.

BellSouth provides maintenance support for trouble reporting and repair 24 hours a day seven days a week.

#### 2. Access to Operations Support Systems

2.1 BellSouth shall provide DIECA access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair and billing. Access to the OSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual options. The OSS functions available to CLECs through electronic interfaces are:

Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface or the Telecommunications Access Gateway (TAG) interface.

BellSouth shall make mechanized pre-ordering interface available through the industry standard EDI in the fourth quarter of 2000.

- Customer record information includes but is not limited to, customer specific information in CRIS and RSAG. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that DIECA and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided. In addition, DIECA and BellSouth shall provide to each other, access to customer record information including electronic access where available. Otherwise, either party at the request of the other party shall provide paper copies of customer record information within 8 business hours for faxed requests which are less that 50 pages and via US mail or overnight delivery for requests larger than 50 pages. Overnight delivery charges will be paid by the requesting party.
- 2.4 <u>Service Ordering and Provisioning</u>. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) interface, the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. The EDI interface can be integrated with the TAG pre-ordering interface by DIECA or the TAG ordering interface. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface for non-complex and certain complex resale service requests. BellSouth shall make available on a commercial basis mechanized ordering for xDSL loops by December 2000 using an Electronic Data Interchange (EDI) interface.
- 2.5 BellSouth shall provide service ordering and provisioning to DIECA in the following manner:
- 2.5.1 When DIECA submits a Local Service Request ("LSR") BellSouth shall return to DIECA a Firm Order Completion ("FOC") as follows:

Fully mechanized 95% in 4 hours or less

Partially mechanized and manual 85% in less than 48 hours

2.5.2 When DIECA submits a Local Service Request ("LSR") that requires a clarification, BellSouth shall return the request for clarification as follows:

BellSouth will deliver a reject or clarification notice as follows:

For fully mechanized requests, 95% within 1 hour

For partially mechanized and manual requests 85% in less than 48 hours

BellSouth's measurement of reject/clarification notice performance as stated above will be as set forth in Attachment 9 incorporated herein by this reference.

- 2.5.3 BellSouth's measurement of FOC/reject/clarification performance will be as set forth in 2.5.1 and 2.5.2 unless BellSouth is ordered by a Commission to provide a different level of performance, in which event BellSouth shall perform at the Commission ordered level.
- 2.5.4 BellSouth will review the current version of the LSR and will note all fields, inputs or other information on the LSR that must be revised by DIECA to enable DIECA to submit a correct and complete LSR. Clarifications may be sent after the FOC in cases where CFA information submitted by DIECA is in conflict with BellSouth data bases.
- 2.5.5 BellSouth shall provide DIECA with an alternative method for initiating service orders in the event of some disruption in service with BellSouth's primary service ordering process, including, but not limited to, an additional facsimile number and or other methods mutually agreed to which new orders can be submitted during the disruption in service in BellSouth's primary process.
- 2.5.6 BellSouth shall provide notices to DIECA of facility shortages utilizing BellSouth's interfaces and or via the PF report accessed via the internet. BellSouth will provide notice and information pertaining to the reason for the facility jeopardy along with an estimated service date at intervals and at parity with the information and intervals BellSouth provides such information to itself, it's affiliates and to any other CLEC.
- 2.5.7 When BellSouth conducts a service inquiry on a DIECA order, BellSouth will advise DIECA, based on BellSouth's facility records, whether a facility exists that will support the particular loop ordered by DIECA. In the response to the service inquiry, BellSouth will also provide any Special Construction charges or Loop Modification requirements which may be required to accommodate DIECA's service request. BellSouth will use its best efforts to identify and resolve all facilities issues associated

with a particular order at the same time. Nonetheless, BellSouth's facility record check is not an absolute that a facility jeopardy will not occur. Facility jeopardies may occur due to record errors, defective plant, or conditions encountered at the end user premises.

# 2.5.8 BST Proposed Language

BellSouth will resolve facility jeopardies at intervals that BellSouth resolves such facility shortages for itself, its affiliates or any other CLEC. However, BellSouth strives to correct facility shortages within 30 days of the recognition of such shortage. (New proposal)

# **DIECA Proposed Language**

BellSouth shall resolve all facilities issues within thirty days of receiving a complete and correct LSR from DIECA.

(OPEN -DIECA)

- BellSouth may cancel an LSR when submitted with a Service Inquiry where BellSouth determines that a facility is not available to provision the loop requested by DIECA and/or DIECA declines to pay for Special Construction required to provision the loop. BellSouth shall not cancel a DIECA order until BellSouth receives a supplement advising BellSouth to cancel the order, unless more than thirty (30) calendar days have elapsed since BellSouth requested a clarification on a DIECA order.
- When BellSouth misses an installation appointment because of matters solely within the control of BellSouth (i.e. work load or scheduling issues), BellSouth shall be solely responsible for rescheduling that order installation and informing DIECA of the next available installation date. BellSouth shall use its best efforts to insure that such installations are rescheduled within three (3) business days.
- 2.7 BellSouth shall use technicians trained to install loops which meet the requirements of TR73600 for the particular loop being installed.
- 2.8 DIECA will receive completion notices via the interface used to submit the local service request. For manually submitted requests, DIECA will determine completion status using the CSOTS report accessible via the internet.
- 2.9 Service Trouble Reporting and Repair. Service trouble reporting and repair allows DIECA to report and monitor service troubles and obtain repair services. BellSouth shall offer DIECA service trouble reporting in a non-discriminatory manner that provides DIECA the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides DIECA an estimated time to repair (commitment time) on trouble reports. BellSouth shall provide to DIECA by

November 2000 non-discriminatory access to to Trouble Analysis Facilitation Interface (TAFI) for reporting troubles on line sharing loops. This interface shall allow DIECA to open a trouble ticket electronically and enable DIECA to perform mechanized loop tests (MLTs) on line sharing loops. In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting via ECTA Gateway. BellSouth also offers ECTA functionality through the human-to-machine EC-CPM/TA interface. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.10 BellSouth and DIECA agree to adhere to BellSouth's Operational Understanding and as it is amended from time to time during this agreement which may be accessed via the internet @ http://www.interconnection.bellsouth.com/guides/other\_guides.html.

BellSouth's intervals for repairing UNE's are outlined in this guide. BellSouth shall repair loops at intervals that BellSouth repairs similar loops for itself, its affiliates or any other CLEC. BellSouth's performance for trouble resolution duration is measured as per BellSouth's Performance Measures outlined in Attachment 9 and incorporated herein by this reference.

BellSouth shall adhere to normal acceptance testing and completion guidelines for maintenance turn up and acceptance as set forth in Attachment 2, Section 1.7 and incorporated herein by this reference.

BellSouth will provide DIECA at close out with the steps taken to determine that a no trouble found condition has been encountered on the loop. DIECA will not be responsible for paying for "no trouble found" conditions which within 30 days of the initial report were determined to have been found and resolved in the BellSouth network.

BellSouth and DIECA will mutually agree on the need for and will, if necessary, schedule a time or window of time for any joint meeting of the parties to resolve maintenance issues. Both parties will use best efforts to ensure any such meeting takes place at or within the scheduled time or window of time as agreed to by both parties.

- 2.11 <u>Change Management</u>. BellSouth provides a collaborative process for change management of the electronic interfaces through the Electronic Interface Change Control Process ("EICCP). Guidelines for this process are set forth in the EICCP document, and as it is amended from time to time during this agreement.
- 2.12 <u>Migration of DIECA to New Software Releases for National Standard Machine-to-Machine Electronic Interfaces.</u> Pursuant to the change management process, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine electronic interfaces. When a new release of new

industry standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to DIECA as determined in the CCP process incorporated herein by this reference and available via the internet at the BellSouth Interconnection web site. This will allow DIECA to make the necessary changes to its systems and operations to migrate to the newest release in a timely fashion.

2.13 Rates. All costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered from the carriers that use the services. Charge for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement.

## 3. Miscellaneous Ordering and Provisioning Guidelines

- 3.1 Single Point of Contact. DIECA will be the single point of contact with BellSouth for ordering activity for network elements and other services used by DIECA to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. DIECA and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by DIECA to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify DIECA that such an order has been processed, but will not be required to notify DIECA in advance of such processing.
- Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.2.1 Upon receipt of a service order, BellSouth will do the following:
- 3.2.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

- Reuse the serving facility for the retail, resale service, or network element at the same location.
- 3.2.1.3 Notify DIECA after the disconnect order has been completed.
- 3.3 <u>Contact Numbers</u>. The Parties agree to provide one another with toll-free nation wide contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.4 <u>Subscription Functions</u>. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.5 <u>Expedite Charges.</u> For expedited requests by DIECA, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

# 3.6 <u>BELLSOUTH'S PROPOSED LANGUAGE</u>

<u>Cancellation Charges</u>. If DIECA cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.

## **DIECA'S PROPOSED LANGUAGE**

# Attachment 7

**Billing and Billing Accuracy Certification** 

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# BILLING AND BILLING ACCURACY CERTIFICATION

# 1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

- Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that DIECA requests. BellSouth will bill and record in accordance with this Agreement those charges DIECA incurs as a result of DIECA purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
- 1.1.1 For any service(s) BellSouth orders from DIECA, DIECA shall bill BellSouth in CABS format.
- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
- Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, DIECA will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.
- 1.3 Payment Responsibility. Payment of all charges will be the responsibility of DIECA. DIECA shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by DIECA from DIECA's customer. BellSouth will not become involved in billing disputes that may arise between DIECA and DIECA's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

# 1.4 <u>BELLSOUTH'S PROPOSED LANGUAGE</u>

Bill Date: BellSouth shall send to DIECA within ten (10) business days of the bill date the entire bill in electronic and paper form, unless otherwise agreed by the parties. If both the electronic and paper form of the bill are not sent to DIECA within

ten (10) business days of the bill date, DIECA shall only be obligated to pay that bill within thirty (30) days of receipt of the bill. The bill will be due thirty days after the receipt of whichever copy of the bill arrives later.

## **DIECA'S PROPOSED LANGUAGE**

Bill Date: BellSouth shall send to DIECA within ten (10) business days of the bill date the entire bill in electronic and paper form, unless otherwise agreed by the parties. If both the electronic and paper form of the bill are not sent to DIECA within ten (10) business days of the bill date, DIECA shall only be obligated to pay that bill within thirty (30) days of receipt of the bill.

## 1.5 <u>BELLSOUTH'S PROPOSED LANGUAGE</u>

<u>Payment Due</u>. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

#### **DIECA'S PROPOSED LANGUAGE**

<u>Payment Due</u>. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available fund, except as set forth in section 1.4. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

1.6 <u>Tax Exemption</u>. Upon proof of tax exempt certification from DIECA, the total amount billed to DIECA will not include those taxes or fees for which the CLEC is

exempt. DIECA will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of DIECA. Once tax exempt certification and an accounting of reimbursable fees is presented to BellSouth, BellSouth shall promptly discontinue taxes and provide a credit where appropriate within thirty (30) days from the date that BellSouth receives tax exemption notice.

## 1.7 <u>BELLSOUTH'S PROPOSED LANGUAGE</u>

Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. DIECA will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law. For Collocation, DIECA will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

# **DIECA'S PROPOSED LANGUAGE**

Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. DIECA will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law. BellSouth will not assess late payment charges for charges in dispute. For Collocation, DIECA will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

- 1.8 <u>Discontinuing Service to DIECA</u>. The procedures for discontinuing service to DIECA are as follows:
- 1.8.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities

- or service or any other violation or noncompliance by DIECA of the rules and regulations contained in BellSouth's tariffs.
- 1.8.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to DIECA that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30)days notice to DIECA at the billing address to discontinue the provision of existing services to DIECA at any time thereafter.
- 1.8.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.8.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and DIECA's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to DIECA without further notice.
- If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, DIECA's services will be discontinued. Upon discontinuance of service on DIECA's account, service to the DIECA's end users will be denied. BellSouth will reestablish service at the request of the end user or DIECA for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. DIECA is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.9 Deposit Policy. When purchasing services from BellSouth, DIECA will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release DIECA from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If circumstances so warrant and/or gross monthly billings increased beyond the level initially used to determine the level of security, then BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in DIECA's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

In determining whether a security deposit is required, BellSouth will review DIECA's Dun & Bradstreet rating and report details, DIECA's payment history with BellSouth and payment history with others as available; the number of years DIECA has been in business; DIECA's management history and managers' length of service with DIECA; liens, suits and judgments against DIECA; UCC-1 filings against DIECA's assets; and to the extent available, DIECA's financial information. Upon the conclusion of this review, if BellSouth continues to insist on additional security, at DIECA's written request, BellSouth will provide an explanation in writing to DIECA justifying the decision for additional deposit.

Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

# 2. Billing Accuracy Certification

- Upon request, BellSouth and DIECA will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.
- As part of the billing quality assurance program, BellSouth and DIECA will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide DIECA with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, DIECA will pay all bills received from BellSouth in full by the payment due date.
- 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

# 2.3.1 **BELLSOUTH'S PROPOSED LANGUAGE**

Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

#### **DIECA'S PROPOSED LANGUAGE**

Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within thirty (30) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

- 2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the bill date. The month being closed represents those charges that were billed or should have been billed by the designated bill date. "Closure" shall mean no new DIECA accounts shall be added to the bill for the billing period at issue.
- 3. Billing Disputes
- Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.
- 3.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within thirty (30) calendar days of the notification date. If Bellsouth is investigating a dispute on behalf of DIECA, BellSouth must respond to a DIECA inquiry regarding the status of that investigation within seven (7) days of the inquiry.

If at any time DIECA wishes to escalate the billing dispute it can do so by a formal written letter (including electronically) requesting BellSouth to escalate the dispute up to the Operations Assistant Vice President of billing. Escalation of a dispute shall be resolved within 30 days of the escalation. If either party is dissatisfied with the result, it shall be resolved pursuant to the dispute resolution provisions of this contract.

# 3.2 <u>BELLSOUTH'S PROPOSED LANGUAGE</u>

As set forth in Sections 1.7.1 and 1.7.2 above, BellSouth reserves the right upon thirty (30) days written notice to DIECA to suspend or terminate service for nonpayment of undisputed amounts or amounts that were the subject of a Bona Fide Dispute, which has been resolved in BellSouth's favor under Section 3.3.1, or in the event of a prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by DIECA of the rules and regulations of BellSouth's Tariffs. For purposes of this Attachment 7, Bona Fide Dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by DIECA and supported by written documentation from DIECA, which clearly shows the basis for DIECA's dispute of the charges. The

dispute must be itemized to show the Q account and earning number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by DIECA until the dispute is resolved. Claims by DIECA for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section 3.2. Once the Bona Fide Dispute is processed in accordance with Section 3.3.1, DIECA will make immediate payment on any of the disputed amount owed to BellSouth or BellSouth shall have the right to pursue normal collection procedures, including termination or suspension for nonpayment pursuant to Section 1.8 hereof; provided however, BellSouth may not exercise such termination, suspension or other collection procedures (nor refuse to accept new applications or to process pending service orders) during the pendency of the Bona Fide Dispute. Any credits due to DIECA, pursuant to the Bona Fide Dispute, will be applied to DIECA's account by BellSouth immediately upon resolution of the dispute. The Bona Fide Dispute provisions are in addition to (and not in lieu of) any remedies available to either party in connection with the dispute and either Party may seek relief from the Commission at any time pertaining thereto. After the process described in 3.3.1 and 3.4, if DIECA continues to refuse to pay an amount resolved by said process in BellSouth's favor, BellSouth would have the right to terminate the service. DIECA would also have the right to go to the Commission at that point.

- Resolution of a Bona Fide Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the Bona Fide Dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame as specified in Section 3.1.1, the following resolution procedure will begin:
- If the Bona Fide Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution. If the Bona Fide Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 3.3.2 If the Bona Fide Dispute is not resolved within one hundred and fifty (150) days of the Bill Date, either Party, in addition to all other remedies, may petition the Commission for relief and review of the Bona Fide Dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.
- If a Party disputes a charge and does not pay such charge by the payment due date, or pays a disputed charge under protest, or if a payment or any portion of a payment is

received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed by the Party in whose favor the Bona Fide Dispute is resolved. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

## **DIECA'S PROPOSED LANGUAGE**

DIECA is not obligated to pay any charge it is currently disputing through the dispute resolution provisions either in this section or in the General Terms and Conditions section of the Agreement. A payment or any portion of a payment is received by either Party after the payment due date (and the bill was timely sent pursuant to section 1.4), or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed.

# 4. RAO Hosting

- 4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to DIECA by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 4.2 DIECA shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Compensation amounts, if applicable, will be billed by BellSouth to DIECA on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 DIECA must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from DIECAto the BellSouth

RAQ Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of DIECA and will coordinate all associated conversion activities.

- 4.5 BellSouth will receive messages from DIECA that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from DIECA.
- 4.7 All data received from DIECA that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 4.8 All data received from DIECA that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by DIECA and will forward them to DIECA on a daily basis.
- 4.10 Transmission of message data between BellSouth and DIECA will be via CONNECT:Direct.
- 4.11 All messages and related data exchanged between BellSouth and DIECA will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 4.12 DIECA will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 4.13 Should it become necessary for DIECA to send data to BellSouth more than sixty (60) days past the message date(s), DIECA will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and DIECA to notify all affected Parties.

- In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or DIECA) identified and agreed to, the company responsible for creating the data (BellSouth or DIECA) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- Should an error be detected by the EMI format edits performed by BellSouth on data received from DIECA, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify DIECA of the error condition. DIECA will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, DIECA will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- In association with message distribution service, BellSouth will provide DIECA with associated intercompany settlements reports (CATS and NICS) as appropriate.
- In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 4.18 RAO Compensation
- 4.18.1 Rates for message distribution service provided by BellSouth for DIECA are as set forth in Exhibit A to this Attachment.
- 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
- 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DIECA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to DIECA. Additionally, all message toll charges associated with the use of the dial

- circuit by DIECA will be the responsibility of DIECA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 4.18.4 All equipment, including modems and software, that is required on the DIECA end for the purpose of data transmission will be the responsibility of DIECA.
- 4.19 <u>Intercompany Settlements Messages</u>
- 4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by DIECA as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between DIECA and the involved company(ies), unless that company is participating in NICS.
- 4.19.2 Both traffic that originates outside the BellSouth region by DIECA and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by DIECA, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by DIECA, involves a company other than DIECA, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 4.19.3 Once DIECA is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of DIECA. BellSouth will distribute copies of these reports to DIECA a monthly basis.
- 4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of DIECA. BellSouth will distribute copies of these reports to DIECA on a monthly basis.
- 4.19.6 BellSouth will collect the revenue earned by DIECA from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of DIECA. BellSouth will remit the revenue billed by DIECA to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on DIECA. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to DIECA via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

4.19.7 BellSouth will collect the revenue earned by DIECA within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of DIECA. BellSouth will remit the revenue billed by DIECA within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to DIECA via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and DIECA agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

## 5. Optional Daily Usage File

- Upon written request from DIECA, BellSouth will provide the Optional Daily Usage File (ODUF) service to DIECA pursuant to the terms and conditions set forth in this section.
- The DIECA shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a DIECA customer.
  - Charges for delivery of the Optional Daily Usage File will appear on the DIECAs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- Messages that error in the billing system of the DIECA will be the responsibility of the DIECA. If, however, the DIECA should encounter significant volumes of errored messages that prevent processing by the DIECA within its systems, BellSouth will work with the DIECA to determine the source of the errors and the appropriate resolution.
- 5.6 The following specifications shall apply to the Optional Daily Usage Feed.
- 5.6.1 Usage To Be Transmitted

- 5.6.1.1 The following messages recorded by BellSouth will be transmitted to the DIECA:
  - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
  - Measured billable Local
  - Directory Assistance messages
  - IntraLATA Toll
  - WATS & 800 Service
  - N11
  - Information Service Provider Messages
  - Operator Services Messages
  - Operator Services Message Attempted Calls (Network Element only)
  - Credit/Cancel Records
  - Usage for Voice Mail Message Service
- 5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to DIECA.
- 5.6.1.4 In the event that DIECA detects a duplicate on Optional Daily Usage File they receive from BellSouth, DIECA will drop the duplicate message (DIECA will not return the duplicate to BellSouth).
- 5.6.2 Physical File Characteristics
- 5.6.2.1 The Optional Daily Usage File will be distributed to DIECA via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DIECA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on

a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to DIECA. Additionally, all message toll charges associated with the use of the dial circuit by DIECA will be the responsibility of DIECA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on DIECA end for the purpose of data transmission will be the responsibility of DIECA.

## 5.6.3 Packing Specifications

- 5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DIECA which BellSouth RAO that is sending the message. BellSouth and DIECA will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by DIECA and resend the data as appropriate.

The data will be packed using ATIS EMI records.

## 5.6.4 Pack Rejection

5.6.4.1 DIECA will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. DIECA will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to DIECA by BellSouth.

## 5.6.5 Control Data

DIECA will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate DIECA received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by DIECA for reasons stated in the above section.

#### 5.6.6 Testing

5.6.6.1 Upon request from DIECA, BellSouth shall send test files to DIECA for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that DIECA set up a production (LIVE) file. The live test may consist of DIECA's employees making test calls for the types of services DIECA requests on the Optional Daily Usage File. These test calls are logged by DIECA, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

## 6. Access Daily Usage File

- 6.1. Upon written request from DIECA, BellSouth will provide the Access Daily Usage File (ADUF) service to DIECA pursuant to the terms and conditions set forth in this section.
- The DIECA shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.
- The Access Daily Usage Feed will contain access messages associated with a port that DIECA has purchased from BellSouth
- Charges for delivery of the Access Daily Usage File will appear on the DIECAs' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- Messages that error in the billing system of the DIECA will be the responsibility of the DIECA. If, however, the DIECA should encounter significant volumes of errored messages that prevent processing by the DIECA within its systems, BellSouth will work with the DIECA to determine the source of the errors and the appropriate resolution.

## 6.6 <u>Usage To Be Transmitted</u>

6.6.1 The following messages recorded by BellSouth will be transmitted to DIECA:

Originating and terminating interstate and intrastate access records associated with a port.

Terminating access records for undetermined jurisdiction access records associated with a port.

When DIECA purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (DIECA is BellSouth's toll customer):

BellSouth will bill resale toll rates to DIECA and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to DIECA via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to DIECA and send access record to DIECA.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to DIECA and send access record to DIECA.

- 6.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to DIECA.
- In the event that DIECA detects a duplicate on the Access Daily Usage File they receive from BellSouth, DIECA will drop the duplicate message (DIECA will not return the duplicate to BellSouth.)
- 6.6.5 <u>Physical File Characteristics</u>
- 6.6.5.1 The Access Daily Usage File will be distributed to DIECA via an agreed medium with CONNECT: Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the

installation with BellSouth. DIECA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to DIECA. Additionally, all message toll charges associated with the use of the dial circuit by DIECA will be the responsibility of DIECA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on DIECA end for the purpose of data transmission will be the responsibility of DIECA.

## 6.6.6 Packing Specifications

- 6.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DIECA which BellSouth RAO that is sending the message. BellSouth and DIECA will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by DIECA and resend the data as appropriate.

The data will be packed using ATIS EMI records.

#### 6.6.7 Pack Rejection

6.6.7.1 DIECA will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. DIECA will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to DIECA by BellSouth.

#### 6.6.8 Control Data

DIECA will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate DIECA received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by DIECA for reasons stated in the above section.

## 6.6.9 <u>Testing</u>

Upon request from DIECA, BellSouth shall send test files to DIECA for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

## 7. Enhanced Optional Daily Usage File

- Upon written request from DIECA, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to DIECA pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 7.2 The DIECA shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
- 7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
  - Charges for delivery of the Enhanced Optional Daily Usage File will appear on the DIECAs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 7.5 Messages that error in the billing system of the DIECA will be the responsibility of the DIECA. If, however, the DIECA should encounter significant volumes of errored messages that prevent processing by the DIECA within its systems, BellSouth will work with the DIECA to determine the source of the errors and the appropriate resolution.
- 7.6 The following specifications shall apply to the Optional Daily Usage Feed.

## 7.6.1 Usage To Be Transmitted

7.6.1.1 The following messages recorded by BellSouth will be transmitted to the DIECA:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

- 7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to DIECA.
- 7.6.1.3 In the event that DIECA detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, DIECA will drop the duplicate message (DIECA will not return the duplicate to BellSouth).
- 7.6.2 Physical File Characteristics
- 7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to DIECA over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among DIECA's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and DIECA for the purpose of data transmission. Where a dedicated line is required, DIECA will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. DIECA will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to DIECA. Additionally, all message toll charges associated with the use of the dial circuit by DIECA will be the responsibility of DIECA. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on DIECA end for the purpose of data transmission will be the responsibility of DIECA.

- 7.6.3 <u>Packing Specifications</u>
- 7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to DIECA which BellSouth RAO that is sending the message. BellSouth and DIECA will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by DIECA and resend the data as appropriate.

The data will be packed using ATIS EMI records.

Attachment 11 BellSouth Disaster Recovery Plan

# 2000 BELLSOUTH

# DISASTER RECOVERY PLANNING



**CLECS** 

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# 1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

# 2.0 BELLSOUTH'S PROPOSED LANGUAGE

#### SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

## **DIECA'S PROPOSED LANGUAGE**

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

BellSouth's NMC will directly inform DIECA's NMC about all Abnormal Condition Reports (ARDs) that affect DIECA circuits or put DIECA circuits, equipment or employees at risk. This includes, but is not limited to T1, DS3, Node failures and SONET outages. The contact number for the DIECA NOC (NMC) is 888-801-6285 or 408-434-2100. The BellSouth reporting party should ask for the DIECA Duty Director or Duty Manager when making such report. The ACR shall also be emailed to DIECA, unless technically infeasible.

# 3.0 BELLSOUTH'S PROPOSED LANGUAGE

#### **IDENTIFYING THE PROBLEM**

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

#### **DIECA'S PROPOSED LANGUAGE**

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

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For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

BellSouth shall notify DIECA NOC (NMC) when any BellSouth ECC is activated or put on alert status. This notification must include escalation contacts and the ability for DIECA to have direct input into and response from the BellSouth ECC when it is activated. DIECA shall designate a representative to participate in ECC functions.

# 3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

# 3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

- 1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
- 2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
- 3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
- 4. Mercury and other regulated compounds resident in telephone equipment.
- 5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

# 4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

#### **5.0 RECOVERY PROCEDURES**

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

## **5.1 CLEC OUTAGE**

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

## **5.2 BELLSOUTH OUTAGE**

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

# 5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

# 5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

# 5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

# 5.2.4 Loss of a Facility Hub

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In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

# 5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

## 6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

# 7.0 DIECA'S PROPOSED LANGUAGE

ROOT CAUSE ANALYSIS

After the resolution of the disaster as defined within this section, BellSouth shall provide DIECA with documentation about the Abnormal Condition Reports or disaster related events that effected or put DIECA's equipment, network or employees at risk. The documentation should include, but is not limited to. the following:

Description of the incident or outage

Date of Incident:

Time of Incident:

**Duration of Outage:** 

Geographic Area Affected:

CLLI:

Estimated Number of Customers Affected:

Type of Services Affected:

Cause of the Incident, Including Name and Type of Equipment Involved and Specific Part(s) of the Network Affected:

Root Cause Analysis:

**Direct Cause:** 

Consequential Effects

Affected Element:

Outage Cause:

Duration Cause: (include appropriate "Log" timeline entries --OSLOG, DOLOG, etc)

Root Cause Finding:

Methods Used to Restore Service:

Steps Taken to Prevent Recurrence:

Follow up Contact information on the person who supplied the report

This information should be emailed to the DIECA NOC Director. This will enable DIECA and BellSouth to work together to improve future disaster recovery plans and procedures.

# 7.0 ACRONYMS

CO - Central Office (BellSouth)

DS3 - Facility that carries 28 T1s (672 circuits)

ECC - Emergency Control Center (BellSouth)

CLEC - Competitive Local Exchange Carrier

NMC - Network Management Center

SWC - Serving Wire Center (BellSouth switch)

T1 - Facility that carries 24 circuits

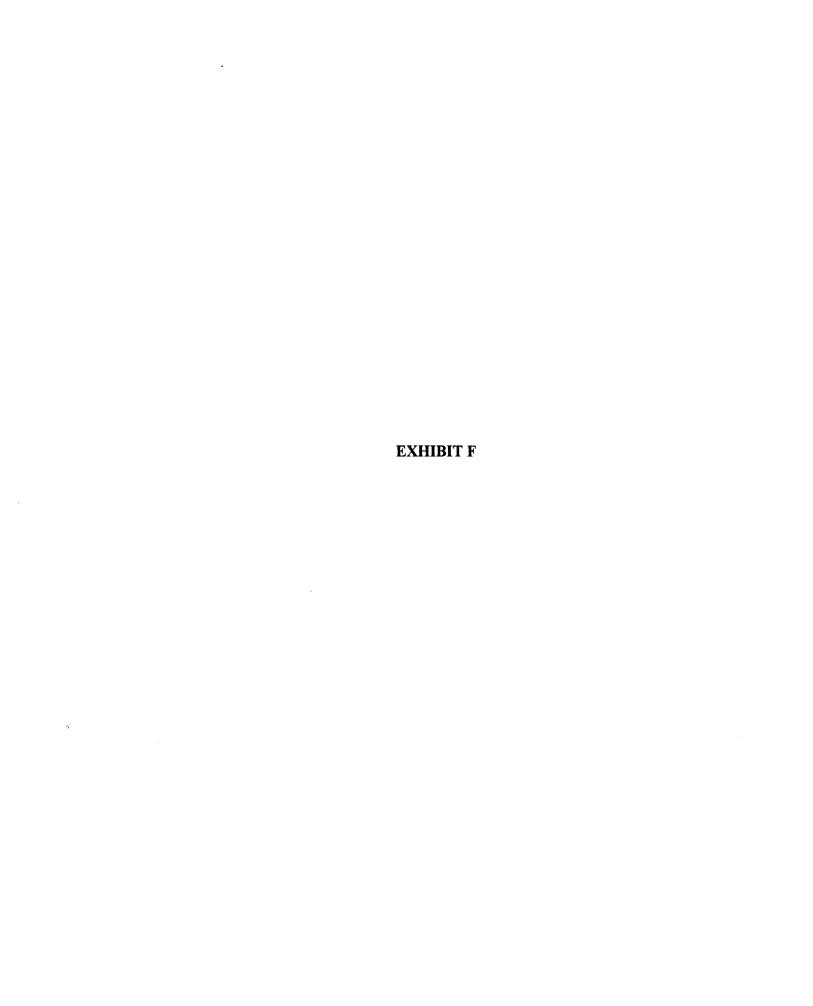
## **Hurricane Information**

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at <a href="http://www.interconnection.bellsouth.com/network/disaster/dis\_resp.htm">http://www.interconnection.bellsouth.com/network/disaster/dis\_resp.htm</a>. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <a href="http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm">http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm</a>.

# **BST Disaster Management Plan**

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.



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FAX NO. 6783200639

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# AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN DIECA COMMUNICATIONS, INC. D/B/A COVAD COMMUNICATIONS COMPANY and BELLSOUTH TELECOMMUNICATIONS, INC. DATED December 1, 1998

THIS AMENDMENT ("Amendment") is made by and between BellSouth Telecommunications, Inc. ("BellSouth") and DIECA COMMUNICATIONS, INC. d/b/a Covad Communications Company ("Covad"), as of the 25th day of April 2000. (BellSouth and Covad are collectively referred to as the "Parties".)

WHEREAS, the Parties executed an Interconnection Agreement on December 1, 1998, (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to set forth the terms and conditions relating to BellSouth providing to Covad unbundled access to the high frequency spectrum of BellSouth's local loops as a network element.

NOW, THEREFORE, for and in consideration of the promises contained herein, the parties to this Amendment, intending to be legally bound, hereby agree to amend Attachment 2 of the Agreement by adding the following:

# GENERAL

- 1.0 BellSouth shall provide Covad access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum Network Element" or "HUNE") at the rates set forth in Section 4 herein. BellSouth shall provide Covad with the HUNE irrespective of whether BellSouth chooses to offer xDSL services on the loop.
  - The HUNE is defined as the frequency range above the voiceband 1.1 on a copper loop facility earrying analog circuit-switched voiceband transmissions. Access to the HUNE is intended to allow Covad's the ability to provide Digital Subscriber Line ("xDSL") data services. The HUNE shall be available for any version of xDSI, presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Covad shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Covad shall provision xDSL service

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on the HUNE in accordance with the applicable Tochnical Specifications and Standards.

- The following loop requirements are necessary for Covad to be 1.2 able to access the HUNE: an unconditioned, 2-wire copper loop, An unconditioned loop is a copper loop with no load coils, lowpass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and Covad shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (c.g. unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 4.0. BellSouth will condition loops to enable Covad to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and Covad shall pay, for such conditioning the same rates Bell South charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If Covad requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Covad shall pay for the loop to be restored to its original state.
- 1.3 Covad's meet point is the point of termination for Covad's or the toll main distributing frame in the central office ("Meet Point"), BellSouth will use jumpers to connect the Covad's connecting block to the splitter. The splitter will route the HUNE on the circuit to the Covad's xDSL equipment in the Covad's collocation space.
- 1.4 Covad shall have access to the Splitter for test purposes, irrespective of where the Splitter is placed in the BellSouth premises.

# PROVISIONING OF HUNE AND SPLITTER SPACE

- 2.0 BellSouth will provide Covad with access to the HUNE as follows:
  - 2.1 BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, Covad and other CLECs have developed a process for

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allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 26, 2000, in accordance with the schedule set forth in Attachment 1 of this Agreement. Once all splitters ordered by all CLECs on or before April 26, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of Covad's submission of such order to the BellSouth Complex Resale Support Group: provided, however, that in the event HellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and Covad will reevaluate this forty-two (42) day interval on or before August 1, 2000.

- After June 6, 2000, once a splitter is installed on behalf of Covad 2.2 in a central office, Covad shall be entitled to order the HUNE on lines served out of that central office.
- BellSouth will select, purchase, install, and maintain a central 2.3 office PO'FS splitter and provide Covau access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such raics, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Covad with a carrier notification letter at least 30 days before of such change and shall work cullaboratively with Covad to select a mutually agreeable brand of splitter for use by BellSouth. Covad shall thereafter purchase ports on the splitter as set forth more fully below.
- BellSouth will install the splitter in (i) a common area close to the 2.4 Covad collocation area, if possible; or (ii) in a RellSouth relay rack as close to the Covad DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Covad DSO at such time that a Covad end user's service is established.
- The HUNE shall only be available on loops on which BellSouth is 2.5 also providing, and continues to provide, analog voice service. In the event the end-user terminates its BollSouth provided voice service for any reason, and Covad desires to continue providing xDSL service on such loop, Covad shall be required to purchase the full stand-alone loop unbundled network element. In the event

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RellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Covad desires to continue providing XDSL service on such loop, Covad shall be required to purchase the full stand-alone loop unbundled network element.

- 2.6 Covad and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the HUNE in various real life scenarios. BellSouth and Covad agree that Covad is entitled to purchase the HUNE on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide Covad with access to feeder subloops at UNE prices. BellSouth and Covad will work together to establish methods and procedures for providing Covad access to the HUNE over fiber fed digital loop carriers by August 1, 2000.
- 2.7 Only one competitive local exchange carrier shall be permitted access to the HUNE of any particular loop.
- 2.8 To order HUNE on a particular loop, Covad must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with Covad to create a concurrent process that allows Covad to order splitters in central offices where Covad is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of Covad's collocation provisioning interval. While that process is being developed, Covad may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 2.1.
- 2.9 RellSouth will devise a splitter order form that allows Covad to order splitter ports in increments of 24 or 96 ports.
- 2.10 BellSouth will provide Covad the Local Service Request ("LSR") format to be used when ordering the HUNE.
- 2.11 BellSouth will initially provide access to the HUNE within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days. BellSouth will provide Covad with access to the HUNE as follows:
  - 2.11.1 For 1-5 lines at the same address within three (3) business days from the receipt of Covad's LSR; 6-10 lines at same address within 5 business days; and more than 10 lines at the same address is to be

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negotiated. HellSouth and Covad will re-evaluate these intervals on or before August 1, 2000.

Covad will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the HUNE. Covail and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the HUNE. BellSouth will use its heat offorts to make available to Covad, by the fourth quarter of 2000, an electronic pre-ordering, ordering, provisioning, repair and maintenance and billing functionalities for the HUNE.

# MAINTENANCE AND REPAIR

- Covad shall have access, for test, repair, and maintenance purposes, to any 3.0 loop as to which it has access to the HUNE. Covad may access the loop at the point where the combined voice and data signal exits the central office splitter.
  - BallSouth will be responsible for repairing voice services and the 3.1 physical line between the network interface device at the customer premise and the Meet Point of demarcation in the central office. Covad will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
  - If the problem encountered appears to impact primarily the xDSL 3.2 service, the end user should call Covad. If the problem impacts primarily the voice service, the end user should call HellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).
  - BellSouth and Covad will work together to diagnose and resolve 3.3 any troubles reported by the end-user and to develop a process for repair of lines as to which Covad has access to the HUNE. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of HUNE.
    - The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The

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Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

- If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.
- In the event Covad's deployment of xDSL on the HUNE 3.4 significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Covad and allow twenty-four (24) hours to cure the trouble. If Covad fails to resolve the trouble, BellSouth may discontinue Covad's access to the HUNE on such loop,

#### PRICING

- RellSouth and Covad agree to the following negotiated, interim rates for 4.0 the HUNE. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the HUNE, BellSouth will provide cost studies for that state for the HUNE upon Covad's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, nondisclosure agreement.
  - BellSouth and Covad enter into this Agreement without waiving 4.1 current or future relevant legal rights and without prejudicing any position Bell South or Covad may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Covad may take in any cost docket related to the terms and conditions associated with access to the HUNE; and (b) the positions that BellSouth or Covad might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must

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provide Covad with access to the HUNE. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the IIUNE.

ESCRIPTION	11000	<del> </del>				RATES B	Y STATE		41.00	
	UBOC	AL	FL	QA.	KY	LA	ME	NC	9.C	7
System, Sputter - 96 Line Capacity	ULSDA			<del>                                     </del>	<del> </del>	+		<del> </del>	<del></del>	-
Manthly recurring		\$100	\$100	\$100	15166	- A-12-				ı
Non Recuring — 1st		\$300	\$150	\$300	5300	\$100 \$300	8100	\$100	\$100	\$100
Non Recurring - Add'l.		\$0	50	50	20 3300		\$300	2200	\$300	\$300
NOT RECUEIND - DECUMENT		NA	\$160	NA		30	50	50	20	150
Only		1	17180	1,300	NA	NA	NA	NA	NA	NA
SYSTEM, SPLITTER - 24 LINE CAPACITY	LILSOB				1	-	<del></del>	<del> </del>		-
Monthly recurring	776	\$25	326	\$25	625	-	1-22			
Non Recurring		3300	3150	\$300		\$25	\$25	\$25	\$25	\$25
Non Recurring - Add'L		SO	50	50	\$300	\$300	\$300	\$300	\$300	\$300
Non Recurring - Disconnect		NA	\$150		50	\$0	<b>5</b> 0	\$0	50	SO
ו אמכ		120	13130	NA	NA	NA	NA	NA	NA	NA
OOP CAPACITY, LINE ICTIVATION – PER ICCURRENCE	ULSOC					<del> </del>	-			-
fonthly recurring		\$5.00	\$8 OD	\$5.00	\$6.00	-	ļ		<u></u>	1
				140.20	40.04	\$6.00	\$6.00	\$5.00	\$6.00	\$6.00
ion Recurring - 1st		\$40	\$4D	\$40	540	1246		<u> </u>		<u> </u>
on Recurring - Add'i.		\$22	522	321	822	\$40	\$40	340	\$40	840
PER OCCURRENCE -	ULSOS				1000	342	\$22	\$55	\$22	\$22
ion Recurring - let		330	\$30	130	\$30	276			<del></del>	<u></u>
on Recurring - Add .		\$15		<b>318</b>		330	230	\$30	530	\$30
			12.10	7 . 9	1815	111	\$15	1515	\$15	\$15

- 4.2 Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.
- 5.0 BellSouth shall make available to Covad any agreement for the HUNE entered into between BellSouth and any other CLEC. If Covad elects to adopt such agreement, Covad shall adopt all rates, terms and conditions relating to the HUNE in such agreement.
- 6.0 In the event of a conflict between the terms of this Amendment and the terms of the interconnection Agreement, the terms of this Amendment shall prevail.
- 7.0 All of the other provisions of the Agreement shall remain in full force and effect.
- 8.0 Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(c) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

DIECA COMMUNICATIONS, INC. d/b/a Covad Communications Company	BellSouth Telecommunications, Inc.
By: Vhen Bloom for	By:
Name: Dhruv Khanna	Name: Jury Hendrix
Title: <u>Executive Vice President and</u> General Counsel	Title: Senior Director
Date: 4/2/00	Date: 4/24/00
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# ATTACHMENT 1

# CLEC/BellSouth Line Sharing Jointly Developed

# Rules for Splitter Allocation

BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. As a result of the current shortage of splitters, CLECs and BellSouth developed the following rules for splitter allocation. These rules shall apply until such time as those CLECs participating in the creation of the rules agree that the regular splitter installation rules should apply.

- 1. There shall be a single CLEC priority list of central offices that shall consist of the Georgia CLEC priority list combined with the priority list from the other states in BellSouth's nine-state region (the "Priority List"). This priority list shall be used for filling orders; it shall determine the order in which splitters will be deployed in those central offices for which splitters have been ordered. Georgia central offices (CO) will have priority over other state's COs. The Priority List is attached hereto.
- 2. During the allocation period, a CLEC may order 24 ports or 96 ports. In either event, BellSouth shall install a 96 port splitter in accordance with the Priority List. However, during the allocation period, in the event a CLEC orders 96 ports, BellSouth will only allocate 24 ports of the 96 port splitter to the first CLEC that orders a splitter for that central office, thus creating a backlog of 72 ports that have already been ordered by that CLEC ("Backlog"). In the event of a Backlog, BellSouth will charge CLEC a monthly recurring charge appropriate for the number of ports allocated to CLEC, in addition, if CLEC requested a 96 port splitter, it shall pay a non-recurring charge for a 96 port splitter, but shall pay no non-recurring charges when additional ports are added to alleviate the Backlog.
- 3. BellSouth will allocate, on a first-come/first-served basis, the remaining 72 ports of the splitter (in blocks of 24 ports) to the other CLECs that place an order for a splitter at that same central office.

Orders Submitted by April 26, 2000 with Duc Date of June 6, 2000 or Sooner

A firm order for a splitter issued to the BellSouth Complex Resale Support Group (CRSG) on or by April 26, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after April 26, 2000.

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Orders for the first 200 splitters received prior to April 26, 2000, will be installed on or before June 5, 2000, and shall be installed in accordance with the priority list. The first 25 splitter orders shall be installed no later than May 22, 2000.

- 5. In the event CLECs submit to BellSouth more than 200 splitter orders on or before April 26, 2000, BellSouth shall install fifty (50) splitters a week each week after June 5, 2000.
- 6. In the event there are more than four (4) orders submitted on or before April 26, 2000, for a splitter at a particular central office, a second splitter will be installed at that central office in accordance with the Priority List.
- 7. Backlogs associated with orders submitted on or before April 26, 2000 will be fulfilled in their entirety before any orders received after April 26, 2000 are worked. In fulfilling a Backlog, the CLEC's additional ports may not be on the same shelf as the initial 24 ports.

# Orders Received after April 26, 2000

- 8. Irrespective of the Priority List, no orders received after April 26, 2000, will be worked until after all orders received on or before April 26, 2000 have been completed.
- Once all orders received on or before April 26, 2000, have been worked in their entirety, orders received after April 26, 2000, will have a minimum interval of forty-two (42) calendar days from date of receipt.

# Orders Submitted with Duc Dates After June 6, 2000

10. Any order submitted on or before April 26, 2000, with a due date of after June 6, 2000, will be completed according to the due date provided there is available inventory and all orders with a due date of June 6, 2000 or carrier have been completed.

# Georgia Rating/Ranking of Central Offices for Linesharing

March 9, 2000

Covad, Rythma, Northpoint, New Edge

CLLI	Combined Ranking
MRTTGAMA	1
RSWLGAMA	2
ATLNGABU	3
ATLNGAPP	4
DLTHGAHS	
ATLNGASS	5
*******	6
CHMBGAMA	- 3
111111111	8
LRVLGAOS	9
MRTTGAEA	10
SMYRGAMA	11
LLBNGAMA	12
WDSTGACR	. 13
ATHNGAMA	14
AGSTGAFL	15
AGSTGATH	18
JNBOGAMA	17
NRCRGAMA	18
ATLNGATH	19
ALPRGAMA	20
DNWDGAMA	21
CMNGGAMA	22
AGSTGAMT	23
ALBYGAMA	24
GSVLBAMA	25
SNLVGAMA	26
ATLNGAIC	27
ATLNGAEP	28
TUKRGAMA	29
ROMEGATL	30
VLDSGAMA	31
MACNGAMT	. 32
ASTLGAMA	33
SMYRGAPF	34
DGVLGAMA	35
ATLNGAEL	36
SNMTGALR	37
CNYRGAMA	38
MACNGAVN	29
WRRBGAMA	40
NWNNGAMA	41
ATLNGAWD	42
GRENGAMA_	43
PANLGAMA	44
BUFRGABH	45

ATLNGACD	48
MACNGAGP	47
SVNHGABS	48
ATLNGACS	49
PTCYGAMA	50
RVDLGAMA	51
STBRGANH	52
MCDNGAGS	53
ATLNGAWE	54
SVNHGADE	55
SVNHGAWB	50
ATLNGAGR	57
ATLNGAAD	56
CRVLGAMA	59
ACWOGAMA	60
ATLNGABH	61
FYVLGASG	62
5VNHGAGC	83
SVNHGAWI	54
ATLNGAFP	65
ATLNGAHR	86
PWSPGAAS	67
CRINGAMA	50
ATLNGALA	6.9
MRRWGAMA	70
CLMBGAMT	71
CLMBGAMW	72
LTHNOAJS	73
CVTNGAMT	74
DLLSGAES	76
FRANGAER	76
CLMBGABV	77
BRWKGAMA	78
ATLNGAQS	70
CNTNGAXB	80
LGYLGACS	81
SSISGAE5	82

# BellSouth Central Offices (All states excluding GA)

			Combined
Ref. #	CLU	Stale	CLEC Rank
	PRRNFLMA	FL	1
	MMPHTNBA	TN	2
	NSVLTNMT	TN	3
	GSVLFLNW	FL	4
	ALBSALMA	AL	5
	BRHMALCH	FL	- 6
	MUSRFLMA		7
	ORLDFLAP	TN FL	8
	MMPHTNGT	TN	10
	HLWOFLPE	FL	11
	OALDFLPH	FL	12
	MAPHYNEL	TN	13
324	STRTFLMA	FL	14
	BRHMALCP	AL	15
	BRHMALEL	AL	16
	CLMASCEN	SC	17.
	CHYGTNNS	אנ	18
	MMPHTNOA	TN	19
	RLGHNCSI	NC	20
200	PMBHFLCS	FL.	21
898	NWORLASW	M	22
	NSVLTNBW	YN	23
	KNVLTNMA BRHMALEN	TN	27
	BRHMALEW	AL AL	25 26
1345	MREOTHMA	TN	27
	NSVLTRUN	TN	28
	KNNRLABR	LA	29
	CARYNCCE		30
	WPBHFLGA	FL.	31
1356	NEVLINCH		32
		ŤŇ	33
	LBVCKYAP	KY	34
		4	35
	BRHMALMY	AL.	36
	LFYTLAMA	ĹÅ.	37
	KNTNTNMA		36
		U.	320
		FL	40
	BCRYFLSA MMPHYNSL 1	FL.	41
	MMPHTHAT	TN TN	42
		FL	43
		AL	45
	BRHMALOX	AL.	46
		FL	47
1352	NSVLTNAP	ÍN	46
1332	MMPHINCT	TN	49
334	WPBHFLGR	FL	50
249	MIAMFLCA	FL.	51
	SLISLAMA	Ž.	52
	KNVLTNBE	Ŋ	53
			34
961		<b>4</b>	55
		AL.	56 .37

		Combined
RMI. A CLL!	State	CLEC Rank
1272 FKLNTNMA	TN	58
895 NWORLARY	I.A.	50
1019 GNBONCAS	NC	60
1068 RLGHNCGL	NC	- 61
1310 KNVLTNWH		62
	TN	63
179 DYSHELPO	PL.	64
148 GCRTFLBY	FL	65
233 JPTRFLMA		56
1357 NSVLTNDO	FL	87
697 NWORLASK	TN LA	68
189 FYLDFUA	R.	69
262 MIAMPLER		70
286 ORLOFLEC	FL FL	71
1361 NSVLTNMC		77
667 MONRLAMA	TN	73
664 MNFDLAMA	LA	74
157 BYBHFLMA	FL	75
170 DLBHFLKP	FL	76
564 BTRGLAGW	1 -	77
1237 CHYGYNDY	LA.	78
232 JCVLFLWC	TN	79
	FL	80
253 MIAMFLHL 986 CHRLNCCE	NC.	81
431 LSVLKYBR	KY	
1363 NEVLTNBV	TN	13
1150 FLRNSCHA	SC	84
171 OLBHFLMA	FL	85
174 CRBHFLMA	FL	
1323 MAVETNIMA	N	87
1358 NSVLTNGH	TN	
230 JCVLFLSJ	FL	
301 PMBHFLMA	FL	91 91
285 MIAMFLWD	FL.	92
287 ORLDELMA	FL	93
1366 NSVLTNWM	TN	94
164 COCOFLMA	FL.	95
187 FILOFLOR	FL ***	96
188 FTLDFLCY	FL	- 57
330 VABHFLMA	FL	97
1280 GOVLYNMA	TN	39
806 NWORLASC	LÃ.	100
264 MIAMPLSO	Fi.	101
989 CHRLINCOR	NC	102
683 NWORLAAR	LA	103
1311 KNVLYNYH	<del>                                     </del>	104
557 BYRGLAMA	Ü	166
THEFTLUFLING	IFL	106
191 FT-Drcca	D.	107
1250 CLVLTNMA	ב כאז	108
987 CHRENCER	NC	109
430 LSVLKYDE	KY	110
338 WPBHFLRP	PL	111
271 MNDRFLLO	FL	112
220 JCVLFLRV	FL	113
1020 GNEONCEU	NC T	114
306 PNSCFLBL	FL	115
1921FTLDFLPL	FL	116

Ref. #   CLL    State   CLEC Rank     194   FTLDFLSU   FL		•		Combined
1238   CHYGTNBR   TN	Raf. #	CLLI	State	
986 CHRLNCBQ NC 110 687 NWORLACM LA 120 687 NWORLACM LA 120 1004 CFHLNCRO NC 121 209 MLWDFLWH FL 122 1341 MMPHTNST TN 123 996 CHRLNCSH NC 124 848 JCSNMSCP MS 126 195 FTLOFLWN FL 126 205 HLWDFLWN FL 127 959 AHVLNCOH NC 128 969 AHVLNCOH NC 128 969 CHRLNCRE NC 129 227 JCVLFLNQ FL 130 432 LSVLKYWE KY 131 1069 RLGHNCFO NC 132 436 LSVLKYWE KY 131 1069 RLGHNCFO NC 132 356 BWLGKYMA KY 135 207 HLWDFLMA FL 136 218 JCBHFLMA FL 137 305 PNCYFLMA FL 138 218 JCBHFLMA FL 137 305 PNCYFLMA FL 138 220 JCVLFLAR FL 141 319 SNFRFLMA FL 141 319 SNFRFLMA FL 141 319 SNFRFLMA FL 142 221 JCVLFLC FL 144 221 JCVLFLBW FL 146 223 JCVLFLC FL 144 221 JCVLFLBW FL 146 223 JCVLFLC FL 146 223 JCVLFLC FL 146 221 JCVLFLBW FL 146 223 JCVLFLC FL 147 1247 CLEVTNMA TN 148 221 JCVLFLBW FL 146 223 JCVLFLC FL 155 245 MIAMFLER FL 151 245 MIAMFLER FL 151 245 MIAMFLER FL 154 245 MIAMFLER FL 154 245 MIAMFLER FL 154 245 MIAMFLER FL 154 246 MIAMFLER FL 156 246 MIAMFLER FL 156 247 JCBHFLAR FL 166 248 MIAMFLER FL 166 248 MIA				117
687   NWORLACM   LA   120     1004   CPHLNICRO   NC   121     209   HLWOPLWH   FL   122     1341   MMPHTNST   TN   123     1960   CHRLNICSH   NC   124     848   JCSNMSCP   MS   126     195   FTLOFLWN   FL   126     206   HLWOFLHA   FL   127     959   AHVLNICOH   NC   128     085   CHRLNICRE   NC   126     227   JCVLFLINQ   FL   130     428   LSVLKYOA   KY   131     1069   RLGHNICHO   NC   134     360   RWERKHAR   KY   135     207   HLWOFLMA   FL   136     208   JCWLFLMA   FL   137     305   PNCYFLMA   FL   136     335   WPBHFLMA   FL   137     335   WPBHFLMA   FL   141     331   SNFRFLMA   FL   141     332   WPBHFLMA   FL   141     333   WPBHFLMA   FL   142     439   LSVLKYOM   KY   143     222   JCVLFLEL   FL   146     223   JCVLFLER   FL   146     223   JCVLFLER   FL   146     224   JCYLFLER   FL   146     225   JCYLFLER   FL   146     226   ORLOPILA   FL   145     327   JCVLFLER   FL   146     328   SVDMALAT   AL   158     329   SVDMALAT   AL   158     320   PMBHFLFE   FL   151     321   JCVLFLEM   FL   156     324   MIAMFLAR   FL   156     325   MIAMFLAR   FL   156     326   SVLKYAN   KY   152     327   JCVLFLEM   FL   156     328   JCVLFLEM   FL   156     329   MOBLALSH   AL   154     310   STAFLMA   FL   167     328   JCVLFLEM   FL   167     329   STALLMT   AL   158     320   JCVLFLEM   FL   156     321   JCVLFLEM   FL   156     322   JCVLFLEM   FL   156     323   JCVLFLEM   FL   156     324   MIAMFLAR   FL   156     325   MOBLALSH   AL   164     316   MIAMFLAR   FL   167     328   GRILDFLEA   FL   167     329   MOBLALSH   AL   164     316   MIAMFLAR   FL   167     328   MIAMFLAR   FL   167     329   MOBLALSH   AL   164     316   MIAMFLAR   FL   167     328   MOBLALZ   AL   174     329   MOBLALZ   AL   174     320   MOBLALZ   AL   174     320   MOBLALZ   AL   174     320   MOBLALZ   AL   174     320   MOBLALZ   AL   174     320   MOBLALZ   AL   174     320   MOBLALZ   AL   174     320   MOBLALZ   AL   174     320   MOBLALZ   AL   174     320   MOBLALZ   AL   174     320   MOBLALZ   AL   174     320   MO				
1004 CFHLNCRO NC				
209 HLWDFLWH FL 122 1341 MMPHTNST TN 123 996 CHRLNCSH NC 124 848 JCSNMSCP MS 126 195 FTLOFLWN FL 126 206 HLWDFLHA FL 127 999 AHVUNCOH NC 128 998 AHVUNCOH NC 128 998 CHRLNCRE NC 126 227 JCVLFLNQ FL 130 442 LSVLKYWE KY 131 1069 RLGHNCHO NC 132 227 JCVLFLNQ FL 130 336 BWLGKYMA KY 135 366 BWLGKYMA KY 135 207 HLWDFLMA FL 136 218 JCBHFLMA FL 137 305 PNCYFLMA FL 138 1022 GNBONCUA NG 138 1222 GNBONCUA NG 139 220 JCVLFLAR FL 141 319 SNFRFUMA FL 141 319 SNFRFUMA FL 141 319 SNFRFUMA FL 142 221 JCVLFLCL FL 144 223 JCVLFLCL FL 144 221 JCVLFLBW FL 145 223 JCVLFLCL FL 146 223 JCVLFLC FL 146 223 JCVLFLEW FL 149 223 JCVLFLEW FL 149 223 JCVLFLEW FL 149 223 JCVLFLEW FL 149 223 JCVLFLEW FL 149 223 JCVLFLEW FL 149 223 JCVLFLEW FL 149 223 JCVLFLEW FL 149 224 MIAMFLAB FL 151 243 MIAMFLAB FL 152 245 MIAMFLAB FL 155 245 MIAMFLAB FL 156 246 GRUDFLCA FL 156 247 JCBHFLAB FL 156 248 MIAMFLAB FL 156 252 MOBLALAZ AL 174				
1341 MMPHTNST TN 123 996 CHRLNCSH NC 124 848 JCSNMSCP MS 126 195 FTLOFEWN FL 126 206 HLWDFLHA FL 127 959 AHVLNCOH NC 128 989 AHVLNCOH NC 128 989 CHRLNCRE NC 129 227 JCVLFLNQ FL 130 442 LSVLKYWE KV 131 1069 RLGHNCHO NC 132 436 LSVLKYOA KY 135 992 CHRLNCLP NC 134 366 BWLGHNCHO NC 132 207 HLWDFLMA FL 136 218 JCBHFLMA FL 136 218 JCBHFLMA FL 137 305 PNCYFLMA FL 138 1022 GNBONCUA NG 139 220 JCVLFLAR FL 140 335 WPBHFLMH FL 141 319 SNFFFUMA FL 142 439 LSVLKYGM KY 143 272 JCVLFLBW FL 146 223 JCVLFLBW FL 146 223 JCVLFLBW FL 146 223 JCVLFLBW FL 146 221 JCVLFLBW FL 146 221 JCVLFLBW FL 146 223 JCVLFLBW FL 146 221 JCVLFLBW FL 146 22				
999 CHRLINCSH MC 124 848 JCSNMSCP MS 126 195 FTLOFLWN FL 126 206 HLWDFLHA FL 127 989 AND NOC 128 695 CHRLINCRE NC 129 227 JCVLFLNO FL 130 442 LSVLKYWE KV 131 1069 RLGHRCHO NC 132 436 LSVLKYOA KY 135 992 CHRLINCLP NC 134 366 BWTGKYMA KY 135 207 HLWDFLMA FL 136 218 JCBHFLMA FL 137 305 PNCYFLMA FL 138 1022 GNBONCUA NG 138 220 JCVLFLAR FL 140 335 WPBHFLMA FL 141 319 SNFRFUMA FL 142 221 JCVLFLBW FL 146 223 JCVLFLCL FL 146 221 JCVLFLBW FL 146 223 JCVLFLC FL 147 221 JCVLFLBW FL 146 223 JCVLFLC FL 147 247 CLEVTNMA TN 148 201 GSVPCHAM FL 155 240 MIAMFLAE FL 156 241 MIAMFLAE FL 156 243 MIAMFLAE FL 156 245 MIAMFLAE FL 156 246 ORLDFUC FL 164 319 RRFMALMT AL 155 241 MIAMFLAE FL 156 245 MIAMFLAE FL 156 246 ORLDFUC FL 164 311 MIAMFLAE FL 156 246 MIAMFLAE FL 156 246 MIAMFLAE FL 156 247 JCBHFLAB ML 158 248 MIAMFLAE FL 156 248 MIAMFLAE FL 156 314 PYSLFLMA FL 156 314 PYSLFLMA FL 156 314 PYSLFLMA FL 156 314 PYSLFLMA FL 156 315 MOBLALSH AL 166 314 MIAMFLAE FL 156 314 MIAMFLAE FL 156 315 MOBLALSH AL 166 314 MIAMFLAE FL 156 314 MIAMFLAE FL 156 315 MOBLALSH AL 166 314 MIAMFLAE FL 156 315 MOBLALSH AL 166 316 MIAMFLAE FL 156 316 MIAMF				
### 195   FTLOFLWN   FL   126   ### 195   FTLOFLWN   FL   126   ### 126   HLWDFLHA   FL   127   ### 127   ### 128   ### 128   ### 128   AHVLNCOH   NC   128   ### 128   AFRINCER   NC   129   ### 128   CHELNCLP   NC   134   ### 136   LSVLKYQA   KY   135   ### 136   LSVLKYQA   KY   135   ### 136   BWLGHRICHO   NC   134   ### 136   BWLGHRICHO   NC   134   ### 136   BWLGHRICHO   NC   134   ### 136   BWLGHRICHO   NC   134   ### 136   BWLGHRICHO   NC   134   ### 136   BWLGHRICHO   NC   134   ### 137   SAB   CBHFLMA   FL   135   ### 138   JCBHFLMA   FL   147   ### 139   SAFRFLMA   FL   140   ### 139   SAFRFLMA   FL   141   ### 139   SAFRFLMA   FL   144   ### 139   SAFRFLMA   FL   145   ### 1221   JCVLFLEW   FL   146   ### 1231   JCVLFLEW   FL   146   ### 1231   JCVLFLEW   FL   147   ### 1247   CLEVTNMA   TN   148   ### 1231   JCVLFLEW   FL   149   ### 1300   PMBHFLFE   FL   151   ### 131   SAM   PKTNLAMA   LA   152   ### 131   JCVLFLEM   FL   154   ### 132   JCVLFLEM   FL   154   ### 133   JCVLFLEM   FL   155   ### 134   JCVLFLEM   FL   154   ### 135   JCVLFLEM   FL   154   ### 136   JCVLFLEM   FL   156   ### 136   JCVLFLEM   FL   156   ### 136   JCVLFLEM   FL   156   ### 136   JCVLFLEM   FL   156   ### 136   JCVLFLEM   FL   156   ### 136   JCVLFLEM   FL   156   ### 136   JCVLFLEM   JCVLFLEM   JCVLFLEM   JCVLFLEM   ### 136   JCVLFLEM   JCV			NC.	
195 FTLOFLWN FL 126 206 HLWDFLHA FL 127 958 AHVLACOH NC 128 985 CHRLNCRE NC 128 227 JCVLFLNQ FL 130 442 LSYLKYWE KY 131 1069 RLGHRCHO NC 132 436 LSYLKYOA KY 133 992 CHRLNCLP NC 134 366 BWLGKYMA KY 135 207 HLWDFLMA FL 136 218 JCBHFLMA FL 137 305 PNCYFLMA FL 138 1022 GNBONGUA NG 138 1022 GNBONGUA NG 138 1022 GNBONGUA NG 138 128 JWPBHFLMH FL 140 335 WPBHFLMH FL 140 335 WPBHFLMH FL 141 319 SNFRFUMA FL 142 439 LSYLKYGM KY 143 222 JCVLFLCL FL 144 221 JCVLFLBW FL 146 221 JCVLFLBW FL 146 221 JCVLFLBW FL 146 320 TSCLALMT AL 145 221 JCVLFLBW FL 146 320 TSCLALMT AL 145 321 JCVLFLBW FL 146 323 JCVLFLCL FL 151 1247 CLEVTNMA TN 148 891 NWGRLAMC LA 150 320 PMBHFLFE FL 151 323 CWISTCA FL 152 324 JMAMFLAB FL 156 245 MIAMFLAB FL 156 245 MIAMFLAB FL 156 245 MIAMFLAB FL 156 246 ORLOFLCL FL 160 1102 WNSLNCV NG 161 314 PTSLFLMA FL 156 246 MIAMFLAB FL 156 247 JCBHFLAB FL 156 248 MIAMFLAB FL 156 248 MIAMFLAB FL 156 248 MIAMFLAB FL 156 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 167 123 HNIVALMT AL 168 314 PTSLFLMA FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 167 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 167 228 JCVLFLMA FL 168 314 PTSLFLMA FL 168 314 PTSLFLMA FL 168 315 NWORLAMA LA 170 1287 HOVLTNMA FL 168 316 NWORLAMA LA 170 1287 HOVLTNMA FL 168 316 NWORLAMA LA 170 1287 HOVLTNMA FL 168 316 NWORLAMA LA 170 1287 HOVLTNMA FL 168 310 NWORLAMA LA 170 1287 HOVLTNMA FL 168 310 NWORLAMA LA 170 1287 HOVLTNMA FL 168 310 NWORLAMA LA 170 1287 HOVLTNMA FL 168 310 NWORLAMA LA 170 1287 HOVLTNMA FL 168 310 NWORLAMA LA 170 1287 HOVLTNMA FL 168 310 NWORLAMA LA 170 1287 HOVLTNMA FL 172				
206 HLWOFLHA FL 959 AHVLNCOH NC 128 005 CHRLNCRE NC 129 227 JCVLFINQ FL 130 442 LSVLKYWE KY 131 1069 RLGHRCHO NC 132 436 LSVLKYOA KY 135 992 CHRLNCLP NC 1366 BWLGKYMA KY 135 207 HLWOFLMA FL 136 218 JCBHFLMA FL 137 305 PNCYFLMA FL 138 1022 GNBONCUA NC 220 JCVLFLAR FL 140 335 WYBEHFLHH FL 141 319 SNFRFLMA FL 142 439 LSVLKYGM KY 143 222 JCVLFLCL FL 90 TSCLALMT AL 145 221 JCVLFLSW FL 146 223 JCVLFLCL FL 146 223 JCVLFLCL FL 147 1247 CLEVTNMA TN 148 891 NWORLAMC LA 150 300 PMBHFLFE FL 151 263 GWIGHCA FL 152 331 JCVLFLSW FL 154 891 NWORLAMC LA 155 243 MIAMFLAE FL 156 245 MIAMFLAE FL 156 245 MIAMFLAE FL 156 246 ORLOFICL FL 167 168 MIAMFLAE FL 158 246 ORLOFICL FL 168 159 MIAMFLAE FL 156 246 MIAMFLAE FL 156 246 MIAMFLAE FL 157 258 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 159 248 MIAMFLAE FL 156 248 MIAMFLAE FL 157 248 MIAMFLAE FL 157 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLAE FL 158 248 MIAMFLER FL 167 123 HNVALMT AL 168 314 MTSLFLMA FL 168 314 MTSLFLMA FL 168 314 MTSLFLMA FL 168 314 MTSLFLMA FL 168 314 MTSLFLMA FL 168 314 MTSLFLMA FL 168 314 MTSLFLMA FL 168 315 MORLALAZ AL 170 315 MORLALAZ AL 171	195	FTLOFLWN	FL	
### 129 CHRLINGRE NC 129  227 JCVLFLNQ FL 130  442 LSVLKYWE KY 131  1069 RLGHNCHO NC 132  436 LSVLKYQA KY 135  ###################################			FL	127
227 JCVLFLNQ FL 130 442 LSVLKYWE KY 131 1069 RLGHNCHO NC 132 436 LSVLKYQA KY 133 992 CHRLNCLP NC 134 366 BYLGHYMA KY 135 207 HLWDFLMA FL 136 218 JCBHFLMA FL 137 305 PNCYFLMA FL 138 1022 GNBONCUA NG 138 220 JCVLFLAR FL 140 335 WPBHFLMA FL 141 319 SNFRFLMA FL 142 439 LSVLKYGM KY 143 227 JCVLFLGL FL 144 222 JCVLFLGL FL 144 221 JCVLFLGW FL 145 221 JCVLFLGW FL 146 223 JCVLFLGW FL 146 223 JCVLFLGW FL 146 223 JCVLFLGW FL 146 223 JCVLFLGW FL 146 223 JCVLFLGW FL 147 1247 CLEVTNMA TN 148 201 GSVLPLMA FL 151 247 CLEVTNMA FL 152 354 PKTNLAMA LA 153 231 JCVLFLGW FL 156 245 MIAMFLAE FL 156 245 MIAMFLAE FL 156 245 MIAMFLAE FL 156 245 MIAMFLAE FL 156 245 MIAMFLAE FL 156 246 GRLDFLGC FL 160 314 PTSLFLMA FL 164 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 316 PKNORLAMA LA 170 286 GRLDFLG NC 173 62 MOBLALAZ AL 174	959	AHVLNCOH	NC	
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1069 RLGHNCHO NC				
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992 CHRLNCLP NC 134 366 BWLGKYMA KY 135 207 HLWDFLMA FL 136 218 JCBHFLMA FL 137 305 PMCYFLMA FL 138 1022 GNBONCLA NO 138 220 JCVLPLAR FL 140 335 WPBHFLMA FL 147 339 WPBHFLMA FL 147 339 SNFRFLMA FL 142 439 LSVLKYGM KY 143 272 JCVLFLCL FL 144 90 TSCLALMT AL 145 221 JCVLFLSW FL 146 223 JCVLFLC FL 147 7247 CLEVTNMA TN 148 201 GSVAPLMA FL 149 691 NWORLAMC LA 150 300 PMBHFLFE FL 151 203 GVIFLSM FL 152 331 JCVLFLSM FL 152 331 JCVLFLSM FL 153 231 JCVLFLSM FL 154 231 JCVLFLSM FL 155 243 MIAMFLAP FL 155 245 MIAMFLAP FL 156 245 MIAMFLAP FL 156 246 GRLDFLCC FL 160 1102 WNSLNGV NC 161 314 PTSLFLMA RY 152 248 MIAMFLAP FL 158 256 GRLDFLCC FL 160 1102 WNSLNGV NC 161 314 PTSLFLMA FL 166 248 MIAMFLAP FL 167 123 HINVALINT AL 164 314 PTSLFLMA FL 166 248 MIAMFLAP FL 167 123 HINVALINT AL 168 314 PTSLFLMA FL 166 248 MIAMFLER FL 167 123 HINVALINT AL 168 1102 WNSLNGV NC 163 314 PTSLFLMA FL 166 248 MIAMFLER FL 167 123 HINVALINT AL 168 1102 GRLDFLSA FL 172 1028 GSTANCSO NC 173 62 MOBLALAR AL 169 680 NWORLAMA LA 170 1287 HOVLTNMA TN 171 1286 GSTANCSO NC 173 62 MOBLALAR AL 169 680 NWORLAMA LA 170 1287 HOVLTNMA TN 171 1286 GSTANCSO NC 173 62 MOBLALAR AL 170 62 MOBLALAR AL 170 62 MOBLALAR AL 170 62 MOBLALAR AL 170 62 MOBLALAR AL 170 63 MOBLALAR AL 170 63 MOBLALAR AL 170				132
366 BWLGKYMA KY 135 207 HLWOFLMA FL 136 218 JCBHFLMA FL 137 305 PNCYFLMA FL 138 1022 GNBONCYFLMA FL 138 1022 GNBONCYFLMA FL 139 220 JCVLFLAR FL 140 335 WYBHFLHH FL 141 339 SNFRFLMA FL 142 439 LSVLKY6M KY 143 222 JCVLFLCL FL 144 221 JCVLFLSW FL 146 223 JCVLFLC FL 147 223 JCVLFLC FL 147 2247 CLEVTNMA TN 148 891 NWORLAMC LA 150 300 PMBHFLFE FL 151 263 GWIFLCA FL 155 243 MIAMFLAB FL 155 243 MIAMFLAB FL 156 245 MIAMFLAB FL 156 245 MIAMFLAB FL 156 246 ORLOFICL FL 160 1102 WNSLNCVI NG 161 314 FTSLFLMA FL 166 246 MIAMFLAB FL 167 123 HNVALMT AL 168 1690 NWORLAMA LA 170 1287 HOVLTNMA TN 171 1286 GSTANCSO NC 173 62 MOBLALAZ AL 174				
207 HLWOFLMA FL 136 218 JCBHFLMA FL 137 305 PNCYFLMA FL 138 1022 GNBONCY-LMA FL 138 1022 GNBONCY-LMA FL 139 220 JCVLVLAR FL 140 335 WPBHFLHH FL 141 319 SNFRFLMA FL 142 439 LSVLKY6M KY 143 222 JCVLFLCL FL 144 221 JCVLFLSW FL 146 223 JCVLFLCC FL 147 1247 CLEVTNMA TN 148 891 NWORLAMC LA 150 300 PMBHFLFE FL 151 263 CVIBFLAR FL 155 243 MIAMFLAR FL 155 243 MIAMFLAR FL 156 245 MIAMFLAR FL 156 217 JCBHFLAR FL 156 218 JCVLFLSW FL 156 219 JCVLFLSW FL 156 219 JCVLFLSW FL 156 211 JCVLFLSW FL 156 223 JCVLFLSW FL 156 331 JCVLFLSW FL 155 245 MIAMFLAR FL 155 245 MIAMFLAR FL 156 246 ORLOFICL FL 160 1102 WNSLNCV NO 161 428 LSVLKYAN KY 152 861 BURNCON NO 163 314 MISSLNCV NO 163 314 MISSLNCV NO 163 314 MISSLNCV NO 163 314 MISSLNCV NO 163 314 MISSLNCV NO 163 314 MISSLNCV NO 163 315 WORLAUSH AL 166 246 MIAMFLER FL 166 246 MIAMFLER FL 166 246 MIAMFLER FL 166 246 MIAMFLER FL 166 247 HOVLTNMA TN 171 1287 HOVLTNMA TN 171 1287 HOVLTNMA TN 171 1286 GSTANCSO NC 173 62 MOBLALAZ AL 174				134
218 JCBHFLMA FL 1337 305 PNCYFLMA FL 138 1022 GNBONGLA NO 138 220 JCVLPLAR FL 140 335 WPBHFLHH FL 141 319 SNFRFLHA FL 142 439 LSVLKYGM KY 143 272 JCVLFLCL FL 144 90 TSCLALMT AL 148 221 JCVLFLBW FL 146 223 JCVLPLC FL 147 1247 CLEVTNMA TIN 148 891 NWORLAMC LA 150 300 PMBHFLFE FL 151 363 CWBFLCA FL 152 363 CWBFLCA FL 153 231 JCVLFLSM FL 156 243 MIAMFLAE FL 158 243 MIAMFLAE FL 158 243 MIAMFLAE FL 158 245 NIAMFLAP FL 158 266 ORLDFUC FL 180 267 JCBHFLAB ML 158 267 JCBHFLAB ML 158 268 ORLDFUC FL 180 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 316 MIAMFLBA FL 166 316 MIAMFLBA FL 166 316 MIAMFLBA FL 166 316 PTSLFLMA FL 166 316 MIAMFLBA FL 166 316 PTSLFLMA FL 166 316 PTSL				
305 PNCYFLMA FL 138 1022 GNBONCA NO 139 220 JCYLPLAR FL 140 335 WPEHFLHH FL 141 319 SNFRFUMA FL 142 439 LSYLKYGM KY 143 222 JCYLFLCL FL 144 201 TSCLALMT AL 146 223 JCYLFLEW FL 146 223 JCYLFLEW FL 146 223 JCYLFLEW FL 149 201 GSYLPLMA FL 149 201 GSYLPLMA FL 149 201 GSYLPLMA FL 149 891 NWORLAMC LA 150 300 PMBHFLFE FL 151 283 CYLFLEW FL 151 283 CYLFLEW FL 151 283 CYLFLEW FL 151 283 CYLFLEW FL 155 584 FKYNLAMA LA 153 231 JCYLFLEW FL 155 243 MIAMFLAE FL 156 243 MIAMFLAE FL 156 245 NIAMFLAE FL 156 266 ORLDFLCC FL 160 217 JCBHFLAB ML 158 217 JCBHFLAB ML 158 218 BYRNCON NC 161 1102 WNSLNCY NC 161 1102 WNSLNCY NC 161 1102 WNSLNCY NC 163 59 MOBLALSH AL 164 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 316 NWORLAMA LA 170 1287 HOVLTNMA TN 171 280 ORLDFLSA FL 172 1028 GSTANCSC NC 173 62 MOBLALSA FL 172				
1022 GNBONCA NO 139 220 JOVLPLAR FL 140 335 WPBHFLHH FL 141 319 SNFRFUMA FL 142 439 LSVLKYGM KY 143 222 JOVLFLCL FL 144 221 JOVLFLCL FL 146 223 JOVLFLGW FL 146 223 JOVLFLGW FL 146 223 JOVLFLGW FL 149 223 JOVLFLGW FL 149 201 GSVLPLMA FL 149 201 GSVLPLMA FL 149 201 GSVLPLMA FL 149 201 GSVLPLMA FL 149 201 GSVLPLMA FL 150 200 PMBHFLFE FL 151 200 PMBHFLFE FL 151 201 JOVLFLGW FL 162 300 PMBHFLFE FL 151 201 JOVLFLGW FL 163 231 JOVLFLGW FL 163 231 JOVLFLGW FL 163 231 JOVLFLGW FL 155 243 MIAMFLAE FL 156 243 MIAMFLAE FL 156 245 MIAMFLAE FL 156 266 ORLDFLGC FL 160 217 JOBHFLAB ML 158 217 JOBHFLAB ML 158 217 JOBHFLAB ML 150 218 JOVLFLGW NC 161 314 MYSLYLWAN RY 152 246 MIAMFLBA FL 166 314 MYSLYLWAN RY 152 246 MIAMFLBA FL 166 314 MYSLYLWAN FL 166 314 MYSLYLWAN FL 166 314 MYSLYLWAN FL 166 314 MYSLYLWAN FL 166 314 MYSLYLWAN FL 166 315 MOBLALSH AL 166 316 MWORLAMA LA 170 1287 HOVLTNMA TN 171 280 ORLOFLSA FL 172 1028 GSTANCSO NC 173 62 MOBLALAZ AL 174				137
220 JCVLYLAR FL 140 335 WPBHFLHH FL 141 319 SNFRFLMA FL 142 439 LSVLKY6M KY 143 222 JCVLFLCL FL 164 223 JCVLFLCL FL 164 221 JCVLFLSW FL 146 223 JCVLFLFC FL 147 1247 CLEVTNMA TN 148 291 RWORLAMC LA 150 300 PMBHFLFE FL 151 201 GSVLPLMA FL 149 691 NWORLAMC LA 150 300 PMBHFLFE FL 151 201 JCVLFLSM FL 162 231 JCVLFLSM FL 152 243 MIAMFLAE FL 153 231 JCVLFLSM FL 164 368 MTGMALUT AL 155 243 MIAMFLAE FL 156 245 MIAMFLAE FL 156 245 MIAMFLAE FL 156 310 CTRALMT AL 158 266 GRLDFLC FL 160 1102 WNSLNCVI NC 151 428 LSVLKYAN KY 152 861 BYRLNCDA NC 163 314 MTSLFLMA FL 166 314 MIAMFLER FL 166 246 MIAMFLER FL 166 246 MIAMFLER FL 166 246 MIAMFLER FL 167 123 HNVALMT AL 168 159 MOBLALSH AL 166 246 MIAMFLER FL 167 123 HNVALMT AL 168 159 ROBLASH AL 166 246 MIAMFLER FL 167 123 HNVALMT AL 168 159 ROBLASH AL 166 314 MOBLASH AL 166 316 MIAMFLER FL 167 123 HNVALMT AL 168 159 GRLDFLSA FL 172 1028 GSTANCSO NC 173 52 MOBLALAZ AL 174			NO	
335 WPBHFLHH FL 141 319 SNFRFLMA FL 142 439 LSVLKYGM KY 143 222 JCVLFLCL FL 164 223 JCVLFLCL FL 164 221 JCVLFLSW FL 146 223 JCVLFLSW FL 146 223 JCVLFLSW FL 146 223 JCVLFLSW FL 147 1247 CLEVTNMA TN 148 691 NWORLAMC LA 150 300 PMBHFLFE FL 151 201 GSVLFLSM FL 162 301 PMBHFLFE FL 151 201 GVLFLSM FL 152 231 JCVLFLSM FL 152 243 MIAMFLAE FL 155 243 MIAMFLAE FL 156 245 MIAMFLAE FL 156 245 MIAMFLAE FL 156 245 MIAMFLAE FL 158 217 JCBHFLAB ML 158 227 JCBHFLAB ML 158 238 DCTRAINT AL 158 237 JCBHFLAB ML 150 248 MIAMFLAE FL 166 1102 WNSLNCV NC 161 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 314 MTSLFLMA FL 166 316 MOBLALSH AL 166 316 MOBLALSH AL 166 316 MOBLALSH AL 166 316 MOBLALSH AL 166 316 MTSLFLMA FL 167 328 MOBLALSH AL 169 328 MOBLALSH AL 170 328 GSTANCSO NC 173 362 MOBLALAZ AL 174				
319 SNFRFUMA FL 143 439 LSVLKYGM KY 143 222 LCVLFLCL FL 164 90 TSCLALMT AL 145 221 LCVLFLSW FL 146 223 LCVLFLSW FL 146 223 LCVLFLSW FL 147 1247 CLEVTNIMA TN 148 491 NWORLAMC LA 150 300 PMBHFUFE FL 151 300 OVIETCA FL 162 594 PKYNLAMA LA 155 231 JCVLFLSM FL 164 891 NYONGLAMC LA 150 231 JCVLFLSM FL 154 881 NYOMACLAT AL 155 243 MIAMFLAE FL 156 245 MIAMFLAE FL 156 245 MIAMFLAB ML 158 217 JCSHFLAB ML 158 217 JCSHFLAB ML 159 286 ORLDFLCC FL 180 1102 WNSLNGV NC 161 314 PTSLFLMA RY 152 314 PTSLFLMA FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 167 123 HNVALMT AL 168 158 RHMALFS AL 168 1690 ORLOFLSA FL 172 1028 GSTANCSO NC 173 62 MOBLALAZ AL 174				
439 LSVLKY6M KY 143 222 JCVLFLCL FL 164 90 TSCLALMT AL 145 221 JCVLFLBW FL 146 223 JCVLFLEW FL 146 223 JCVLFLEW FL 147 1247 CLEVTNMA TN 148 891 NWORLAMC LA 150 300 PMBHFLFE FL 151 363 CWINTCA FL 152 594 FKTNLAMA LA 155 231 JCVLFL6M FL 164 88 MYGMALLYT AL 155 243 MIAMFLAP FL 156 245 MIAMFLAP FL 156 245 MIAMFLAP FL 156 217 JCBHFLAB ML 158 217 JCBHFLAB ML 158 218 GRIDFLCC FL 160 1102 WNSLNCV NC 161 428 LSVLKYAN KY 152 861 BURLINCON NC 163 314 MYSLFLMA FL 166 246 MIAMFLAP FL 166 248 MIAMFLAP FL 166 248 MIAMFLAP FL 166 248 MIAMFLAP FL 166 248 MIAMFLAP FL 166 248 MIAMFLAP AL 164 314 MYSLFLMA FL 166 248 MIAMFLAP FL 167 1231 HINVALMT AL 168 1690 NWORLAMA FL 166 1690 NWORLAMA LA 170 1287 HÖVLTNMA TN 171 1286 GSTANÇSO NC 173 62 MOBLALAZ AL 174			FL	142
90 TSCLALMT AL 148 221 JCVLFLSW FL 146 223 JCVLFLSW FL 146 223 JCVLFLSW FL 147 1247 CLEVTNIMA TN 148 201 SVPLMA FL 149 691 NWORLAMC LA 150 300 PMBHFLFE FL 151 303 CVISPLCA FL 152 231 JCVLFLSM FL 164 589 FKTNLAMA LA 153 231 JCVLFLSM FL 164 689 MTGMALMT AL 155 243 MIAMFLAE FL 156 243 MIAMFLAE FL 156 245 MIAMFLAE FL 156 217 JCSHFLAB FL 159 286 ORLDFLCL FL 180 1102 WNSLNCVI NC 161 1102 WNSLNCVI NC 161 1102 WNSLNCVI NC 161 216 MIAMFLAB FL 166 246 MIAMFLAB FL 166 246 MIAMFLAB FL 166 246 MIAMFLAB FL 166 246 MIAMFLAB FL 166 246 MIAMFLAB FL 166 246 MIAMFLAB FL 166 246 MIAMFLAB FL 166 246 MIAMFLAB FL 166 246 MIAMFLAB FL 166 247 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 166 248 MIAMFLAB FL 167 250 ORLDFLSA FL 172 1028 GSTANCSC NC 173 62 MOBLALAZ AL 174			KY	
221 JCVLFLBW FL 146 223 JCVLPLFC FL 147 1247 CLEVTNIMA TIN 148 201 GSVLPLMA FL 149 891 NWGRLAMC LA 150 300 PMBHFLFE FL 151 363 GVMFLCA FL 162 594 FKTNLAMA LA 153 231 JCVLFLSM FL 164 88 MTGMALMT AL 155 243 MIAMFLAE FL 156 243 MIAMFLAE FL 156 245 NIAMFLAD FL 157 88 DCTRALMT AL 158 217 JCBHFLAB ML 158 266 ORLDFLCC FL 180 266 ORLDFLCC FL 180 1102 WNSLNCY NC 161 1102 WNSLNCY NC 161 1102 WNSLNCY NC 163 59 MOBLALSH AL 164 314 PTSLFLMA FL 166 246 MIAMFLBA FL 166 248 MIAMFLBA FL 167 250 ORLDFLSA FL 172 1028 GSTANCSC NC 173 652 MOBLALAZ AL 174	222	JCVLFLCL	FL	
223 JCVLPLFC FL 147 1247 CLEVTNMA TN 148 201 GSVLPLMA FL 149 891 NWORLAMC LA 150 300 PMBHFLFE FL 151 203 OVIDFLCA FL 162 554 FKTNLAMA LA 153 231 JCVLFLSM FL 164 68 MTGMACKT AL 155 243 MIAMFLAE FL 156 243 MIAMFLAE FL 156 245 NIAMFLAD FL 157 \$6 OCTRALMT AL 158 217 JCBHFLAB ML 158 217 JCBHFLAB ML 158 266 ORLDFLCC FL 180 1102 WNSLNCY NC 161 1102 WNSLNCY NC 161 1102 WNSLNCY NC 163 59 MOBLALSH AL 164 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 314 PTSLFLMA FL 166 316 MIAMFLBA FL 166 316 MIAMFLBA FL 166 317 HOVLTNMA TN 171 280 ORLDFLSA FL 172 1028 GSTANCSC NC 173 62 MOBLALAZ AL 170				145
1247 CLEVTNMA TN 148 201 GSVLPLMA FL 149 691 NWGRLAMC LA 150 300 PMBHFLFE FL 151 203 OVIDFLCA FL 162 554 PKTNLAMA LA 153 231 JCVLFLSM FL 164 68 MTGMACKT AL 155 243 MIAMFLAE FL 156 243 MIAMFLAE FL 156 245 MIAMFLAD FL 157 \$6 OCTRALMT AL 158 217 JCBHFLAB ML 158 217 JCBHFLAB ML 158 266 ORLDFLCC FL 160 1102 WNSLNCVI NC 161 1102 WNSLNCVI NC 161 1102 WNSLNCVI NC 163 59 MOBLALSH AL 164 314 MTSLFLMA FL 166 246 MIAMFLBA FL 166 246 MIAMFLBA FL 166 248 MIAMFLBA FL 167 250 ORLDFLSA FL 172 1028 GSTANCSC NC 173 652 MOBLALAZ AL 174				
201 GSVAPLMA FL 149 691 NWORLAMC LA 150 300 PMBHFLFE FL 151 203 OVIBPLCA FL 162 S94 PKYNLAMA LA 153 231 JOVLFLEM FL 164 68 WYGMACKIT AL 155 243 MIAMFLAE FL 156 245 MIAMFLAE FL 156 245 MIAMFLAB FL 156 245 MIAMFLAB FL 158 217 JCBHFLAB ML 159 286 OFLDFLCC FL 180 1102 WNSLNGVI NC 161 428 LSVLKYAN KY 152 851 BVJRLNCON NC 163 314 PTSLFLMA FL 164 314 PTSLFLMA FL 166 248 MIAMFLER FL 167 123 HNVALMT AL 168 198 RHMALFS AL 168 690 NWORLAMS AL 169 690 NWORLAMS AL 169 690 NWORLAMS AL 169 690 NWORLAMS AL 169 690 NWORLAMS AL 170 1287 HOVLTNMA TN 171 1286 GSTANCSO NC 173 62 MOBLALAZ AL 174				
891 NWORLAMC LA 150 300 PMBHFLFE FL 151 263 OWIGHEA FL 162 594 FRYNLAMA LA 153 231 JCVLFL6M FL 164 68 UYGMALLIT AL 155 243 MIAMFLAP FL 156 745 MIAMFLAP FL 156 246 ORLDFLCC FL 160 1102 WNSLNGV NC 161 428 LSVLKYAN RY 152 861 BURLNCON NC 163 59 MOBLASH AL 164 246 MIAMFLAP FL 166 248 MIAMFLAP FL 166 248 MIAMFLAP AL 170 250 ORLDFLAP AT 172 1028 GSTANCSO NC 173 652 MOBLALAZ AL 174				
300 PMBHFLFE FL 151 363 CWINFLCA FL 162 594 FKYNAMA LA 153 231 JCVLFLEM FL 164 48 MYGMALLY AL 155 243 MIAMFLAE FL 156 245 MIAMFLAE FL 156 245 MIAMFLAE FL 156 266 ORLOFICL FL 160 1102 WNSLNCV NC 161 1102 WNSLNCV NC 163 428 LSVLKYAN RY 152 881 BURLNCOM NC 163 59 MCBLALSH AL 164 314 MYSLFLMA FL 166 248 MIAMFLER FL 166 248 MIAMFLER FL 166 248 MIAMFLER FL 167 123 HNVALMT AL 168 19 BRHMALFS AL 168 680 NWORLAND TO 170 1287 HOVLTNMA TN 171 1280 GRLDFLSA FL 172 1028 GSTANCSC NC 173 62 MOBLALAZ AL 174				
363 CMBPLCA FL 182  594 FKYNAMA LA 153  231 JCVLFLEM FL 184  48 MYGMALLY AL 155  243 MIAMFLAE FL 155  245 MIAMFLAE FL 155  245 MIAMFLAE FL 156  266 ORLOFICL FL 160  1102 WNSLNCV NC 161  428 LSVLKYAN RY 152  881 BURNCON NC 163  59 MCBLALSH AL 164  248 MIAMFLER FL 166  248 MIAMFLER FL 166  248 MIAMFLER FL 166  248 MIAMFLER FL 167  123 HNVALMT AL 168  680 NWORLAND TAL 168  680 NWORLAND TAL 169  1287 HOVLTNMA TN 171  290 ORLOFICS FL 172  1028 GSTANCSO NC 173  62 MOBLALSA FL 172  1028 GSTANCSO NC 173	2001	NWURLANC	<u> </u>	
\$94 FKYNLAMA LA 153 231 JOVLFLSM FL 164 68 MYGMACKT AL 155 243 MIAMFLAE FL 156 245 MIAMFLAE FL 156 245 MIAMFLAE FL 156 245 MIAMFLAE FL 158 266 ORLOFLCC FL 160 266 ORLOFLCC FL 160 1102 WINSLINGVI NO 161 1102 WINSLINGVI NO 163 59 MOBLALSH AL 164 314 PYSLFLMA FL 166 246 MIAMFLER FL 166 246 MIAMFLER FL 166 248 MIAMFLER FL 167 123 HIVALMT AL 168 15 BRHMALFS AL 169 660 NWORLAMA LA 170 1287 HOVLTIMA TN 171 260 ORLOFLSA FL 172 1028 GSTANCSO NC 173 651 MOBLALAZ AL 174	203	MAINT PA	<u> </u>	
88 NTGMALMT AL 155 243 MIAMFLAE PL 156 245 MIAMFLAE PL 156 245 MIAMFLAE PL 157 98 DCTRALMT AL 158 286 ORLOFICE PL 160 1102 WINSLINGVI NO 161 1102 WINSLINGVI NO 163 428 LSVLKYAN RY 152 881 BURLINGDA NG 163 59 MOBLALSH AL 164 314 PTSLFLMA PL 166 246 MIAMFLBA PL 166 248 MIAMFLBA PL 166 748 MIAMFLBA PL 166 123 HIVVALMT AL 168 169 NWORLAMA LA 170 1287 HOVLTIMA TN 171 280 ORLOFLSA FL 172 1028 GSTANGSO NG 173 62 MOBLALAZ AL 174				196
88 NTGMALMT AL 155 243 MIAMFLAE PL 156 245 MIAMFLAE PL 156 245 MIAMFLAE PL 157 98 DCTRALMT AL 158 286 ORLOFICE PL 160 1102 WINSLINGVI NO 161 1102 WINSLINGVI NO 163 428 LSVLKYAN RY 152 881 BURLINGDA NG 163 59 MOBLALSH AL 164 314 PTSLFLMA PL 166 246 MIAMFLBA PL 166 248 MIAMFLBA PL 166 748 MIAMFLBA PL 166 123 HIVVALMT AL 168 169 NWORLAMA LA 170 1287 HOVLTIMA TN 171 280 ORLOFLSA FL 172 1028 GSTANGSO NG 173 62 MOBLALAZ AL 174	231	MA PANCE		100
243 MIAMFLAE FL 156 245 MIAMFLAD FL 157 \$6 DCTRALMT AL 158 217 JCBHFLAB ML 159 266 ORLDFLCC FL 160 1102 WNSLNCY NC 161 1102 WNSLNCY NC 161 428 LSVLKYAN RY 152 861 BURLNCOR NC 163 59 MOBLALSH AL 164 314 PTSLYLMA FL 166 246 MIAMFLBA FL 166 248 MIAMFLBA FL 166 248 MIAMFLBA FL 166 248 MIAMFLBA FL 166 248 MIAMFLBA FL 166 248 MIAMFLBA FL 166 248 MIAMFLBA FL 166 248 MIAMFLBA FL 166 248 MIAMFLBA FL 167 123 HNVIALMT AL 168 19 BRHMALFS AL 169 680 NWORLAMA LA 170 1287 HDVLTNMA TN 171 280 ORLDFLSA FL 172 1028 GSTANCSO NC 173 62 MOBLALAZ AL 174				155
245 MIAMFLAD FL 158 38 DCTRALMT AL 158 217 JCBHFLAB ML 159 286 ORLDFLC FL 180 1102 WNSLNCVI NC 181 428 LSVLKYAN KY 152 881 BYRLNCOA NC 163 59 MOBLALSH AL 164 314 MYSLFLMA FL 166 248 MIAMFLBA FL 166 248 MIAMFLBA FL 166 248 MIAMFLBA FL 166 19 BRHMALFS AL 168 19 BRHMALFS AL 159 19 BRHMALFS AL 170 1287 HOVLTNMA TN 171 290 ORLDFLSA FL 172 1028 GSTANCSO NC 173 62 MOBLALAZ AL 174				
98 DCTRALMT AL 158 217 JCBHFLAB ML 159 286 ORLDFLGC FL 180 1102 WNSLNGV NG 161 428 LSVLKYAN KY 152 861 BURINGON NG 163 59 MOBLALSH AL 164 314 MTSLFLMA FL 166 248 MIAMFLBR FL 167 123 HNVALMT AL 168 19 BRHMALFS AL 168 680 NWORLAND LA 170 1287 HOVLTNMA TN 171 290 ORLDFLSA FL 172 1028 GSTANGSO NG 173 62 MOBLALSA AL 179				
217 JCSHFLAS ML 159 286 OFLDFLCC FL 180 1102 WNSLNGV NC 181 428 LSVLKYAN KY 152 881 BURLNCON NC 163 59 MOBLALSH AL 164 314 MTSLFLMA FL 166 248 MIAMFLER FL 167 123 HNVALMT AL 168 19 BRHMALFS AL 169 680 NWORLAND LA 170 1287 HOVLTNMA TN 171 290 ORLOFLSA FL 172 1028 GSTANCSO NC 173 62 MOBLALAZ AL 174				
1102 WNSLNCV NC 161 428 LSVLKYAN RY 152 881 BURLNCOA NC 163 59 MOBLALSH AL 164 314 PTSLFLMA PL 166 246 MIAMFLBA PL 166 248 MIAMFLBA PL 167 123 HNVIALMT AL 168 19 BRHMALFS AL 168 880 NWORLAMA LA 170 1287 HOVLTNMA TN 171 250 ORLOFLSA FL 172 1028 GSTANCSC NC 173 62 MOBLALAZ AL 174	217	JCSHFLAS		150
1102 WNSLNCVI NC 161 428 LSVLKYAN RY 182 861 BURLNCOR NC 163 59 MOBLALSH AL 164 314 PYSLFLMA FL 166 246 MIAMFLBA FL 166 248 MIAMFLBA FL 167 123 HNVIALMT AL 168 19 BRHMALF8 AL 168 800 NWORLAMA LA 170 1287 HOVLTNMA TN 171 250 ORLOFLSA FL 172 1028 GSTANCSC NC 173 62 MOBLALAZ AL 174	286	ORLUFUCL		180
88 BURLINCON NC 163 59 MOBLALSH AL 164 314 PYSLIFLMA PL 166 246 MIAMPERA PL 166 248 MIAMPERA PL 167 123 HIVVALIMT AL 168 15 BRHMALFS AL 169 660 NWORLAMA LA 170 1287 HOVLINMA TN 171 250 ORLOPESA FL 172 1028 GSTANCSO NC 173 62 MOBLALAZ AL 174				151
59 MOBLALSH AL 164 314 PTSLFLMA FL 166 246 MIAMFLEA FL 166 248 MIAMFLER FL 167 123 HNVIALMT AL 168 19 BRHMALFS AL 169 660 NWORLAMA LA 170 1287 HDVLTNMA TN 171 290 ORLOFLSA FL 172 1028 GSTANCSO NC 173 62 MOBLALAZ AL 174				152
314 PYSLIFLMA PL 166 246 MIAMPLBA PL 166 246 MIAMPLBA PL 166 248 MIAMPLBA PL 167 123 HNVJALMT AL 168 19 BRHMALF8 AL 169 660 NWORLAMA LA 170 1287 HOVLTNMA TN 171 250 ORLDFLSA FL 172 1028 GSTANCSO NC 173 52 MOBLALAZ AL 174			1 1 1	163
246 MAMFLEA FL 168 248 MAMFLER FL : 167 123 HNVALMT AL 7 168 19 BRHMALFS AL 159 690 NWORLAMA LA 170 1287 HOVLTNMA TN 171 290 GRLDFLSA FL 172 1028 GSTANCSO NC 173 52 MOBLALAZ AL 174				164
248 MAMFLER FL : 167 123 HNVALMT AL				
123 HNVIALMY AL 168 19 BRHMALFS AL 169 690 NWORLAMA LA 170 1287 HOVLTNMA TN 171 290 GRLOFLSA FL 172 1028 GSTANCSO NC 173 62 MOBLALAZ AL 174				
19 BRHMALFS AL 159 890 NWORLAMA LA 170 1287 HOVLTNMA TN 171 290 GRLOFLSA FL 172 1028 GSTANCSO NC 173 62 MOBLALAZ AL 174				
600 NWORLAMA LA 170 1287 HOVLTNMA TN 171 200 ORLOFLSA FL 172 1028 GSTANCSO NC 173 52 MOBLALAZ AL 174				
1287 HOVLTNMA TN 171 280 ORLOFLSA FL 172 1028 GSTANCSO NC 173 52 MOBLALAZ AL 174	600	NWORLAMA		
290 ORLOFLSA FL 172 1028 GSTANCSO NC 173 52 MOBLALAZ AL 174	1287	HOVLTHMA	TN T	
1028 GSTANCSO (NC 173 52 MOBLALAZ AL 174	290	ORLOFLSA	FL.	
				173
1211 SUVLSCMA SC 175	52	MOBLALAZ		
	1211	SUVLSÇMA	ISC	175

			Combined
Ref. #	CLLI	Slate	CLEC Runk
261	MIAMPLEL	FL	1761
	MIAMFLGR	FL	177
	CHTNSCWA	SC	178
	MOBLALOS	AL	179
	PNSNALMA	ÄL	180
1058	MYOLNOCE	NC	181
	REGHNCIO	NC	182
	WNSLNCFI	NC	183
	HNVIALPW	AL	184
472	CW80KYMA	KY	185
254	MIAMFLIC	FL	186
1125	CHTNSCOP	SC	187
255	MIAMFLKE	FL	188
1140	CLMASCEH	SC	189
	LSVLKYVS	KY	190
	PNVDFLMA	FL	101
			192
	NDADFLBR	FL_	193
	LENNTNMA	TN	
	GNYLSCDT	SC	194
	NSBHFLMA	FL	195
	MIAMPLME	FL	196
	MIAMFUNM	FL	167
	STROLADH	LA	196
	CHYNSCOT	SC	190
	BSMRALHT	AL	200
	WPBHFLRS	FL	201
	ORPRELMA	FL	202
	CHRLINGTH	NC	203
	GNVLSCWR	SO	204
	TTVLFLMA	FL	205
260	MIAMPLPS	PL.	206
	MIAMPLPL.	FL.	207
	JCSNMSMB	MS	208
	MNPLSCES	SC.	209
	CYTHLAMA	L	210
279	NDADFLOL	FI.	211
	CHRLNCUN	NC	212
1071	REGHNOMO	NC	213
	CHINSCHO	SC	214
	PNSCFLWA	FL	215
	NDADFLAC	FE -	215
	MAMFLWM	IFL.	217
		-	
	DYBHFLOB	FL	218
	CLMASCSA	SC .	219
	MYORLACA	ILA	330
1067	RLGHNGGA	NC	221
336	WPBHFLLE	F.	222
624	KNNRLAHN	LA	223
1207	SPEGSCMA	SC	224
1080	SLBRNCMA	NC	225
278	NDADFLGG	PL	226
302	PMBHFLYA	PL.	227
1123	CLMASCOW	sc	228
440	LSVIKYZE	SC KY	229
1357	LSVLKYTE	TN	230
98	BRHMALWL	AL	231
19k	LEVLKYJY	KY	232
	LFYTLAVM	12	233
- 03H	WPBHFLAN		
1 332	TALLELL PAN	FL	234

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Haf # #ILL	<b>.</b>	Combined
Ref. # CLLI	<u>She</u>	O CLEC Rank
1369 OKRGTNMT		23
128 HNVIALUN	AL,	23
438 LSVLKYSL	KY	23
483 PMBRKYMA	KY	238
292 ORPKFLRW		231
559 BTRGLASB	LA	240
720 SHPTLAMA	LA	241
433 LSVLKYFC	KY	243
432 LSVLKYCW	KY	243
1300 JCSNTNMA	TN	244
581 BTRGLAWN	JLA	248
1101 WNGLNCLE	NC	246
1277 GALLTINA	TN	247
556 STRGLAIS	LA	248
728 SHPTLARS	IA.	249
689 NWORLALK	LA	750
1254 CHVLTNMA	TN	251
642 LKCHLADT	LA	252
727 SHPTLACL	LA,	253
1348 SMYRYNMA	TN	254
1202 DESNINMY	TN	255
728 SHPYLAHD	LA	256
1031 HNVLNCCH	NC	257
971 APEXNCCE	NC	258
980 CHRLNCOE	NC	259
1348 MRTWTNMA	TN	260
852 JCSNMSRW	MS	261
1384 SPFDTNMA	YN	262
665 MNVLIAMA	LA	263
1023 GNBONCMC	NC	264
1106 AIKNSCMA	SC	265
991 CHRUNCER	NC	266
1072 RLGHNCSB	NC	267
646 LKCHLAUN	LA	266
1048 UNTINICHA	NC	260
263 MMMFLSH	FL	270
1017 GLBONCMA	NC	271
1308 KNVLTNFC	TN	272
1135 CLMASCCH	SC	273
1100 WNSLNCGL	NÇ	274
824 GLPYMETS	MS	278
258 MIAMFLNS	FL	276
BYMYGMALNO	AL	277
259 MIAMPLOL	FL ·	278
1388 SVVLTNMT	און	270
983 CHRENCMI	NC	280
Tinal and a 15 MM	NC	281
982 BURLNCEL	NC	262
731 SHPTLASG	LA	2,63
1024 GNBONCPG	NC	284
74 PHOYALMA	A	288
244 MIAMFLAL	FL	286
296 PCBHPLT	FL	287
1037 KNOLNCÚZ 168 COCOFLME	NC	280
	FL	289
	KY	290
	M\$	291
	NC.	292
ANIMARTICAL .	AL,	793

			Combined
Ref. #		State	CLEC Rank
	DVSNNCPO	NC	204
	AMAJASNO	LA	295
	WNSLNCCL	NC.	396
	AUBNALMA	AL.	297
	SRFDNCCE	NC	298
_	FRFTKYMA	KY	294
	MIAMFLEC CLMATNMA	FL	300
	GNBONCAP	NC	302
	CLMASCOF	SC	303
	ZBLNNCCE	NC	354
321	STAGFLMA	FL	305
1096	WNDLNCPI	NC	306
246	JCSNMSBL	MS	307
	BLFNALMA	AL	308
	LAVLKY26	KY	309
	FILDFLEG	FL	310
1242	CHTGTNRO	M	311
212	HMSTFLNA	FL	312
159	CCHHPLMA	FL	313
	CARYNOWS	NC	314
	BTRGLASW	IA.	315
733	PAHKPINA	FL.	310
	CLMASCAR	ISC .	317
	MIAMFLOS	FL	318
	REGHNCOL	NC	319 326
	CLMASCSU	SC	321
210	HMSTFLEA	FL	322
	BLGLELMA	F	323
	CRYLTHMA	TN	324
	JCSNMSPC	MS	325
1241	CHTGYNAD	TN	326
1053	MOTHNOGR	NC	327
	TSCLALDH	AL	328
	HNVIALRA	AL	520
	SHPTLAGE	ILA .	330
	BOONNCKI	NC	331
	HTBGNSWE"	WS	332
	ATHNALMA	14	331
	HMNDLAMA	LA	334
	MOSHMSES	MS	335
740	BILXMSED	AL	336
200	MI THE SA	FL	337
100	CONTINE	TN	330
55	MOBLALPR	AL	339 340
582	TRGLASK		341
847	CSNMSCB	MS	342
437	SVLKYSH	KY	343
1129	SHTNSCLS	SC	·
492	RCMDKYMA	RY	345
411	HINSHKYMA	KY	346
1040	ENRNCHA	NC	347
	NAGSSCMA	SC	348
	PRVLALMA	AL.	340
	HTISFLMA	FL	350
	ARDNNCCE	NC_	361
200	GLARFLMC	PL	362

		Combined
Ref. # CLL	State	CLEC Rank
823 GLPTMSLY	MS	353
315 PTELFLEO	F)	354
PAJAJBOM 18	AL	355
1127 CHTNSCJM	SC	358
893 DCSPMSGO	MS	367
91 TOCLALNO	AL	358
317 88STFLMA	PL.	350
527 WNCHKYMA	KÝ	360
58 MOBLALSF	AL	361
1239 CHTGTNMV	TN	382
TOTE GLEONCAD	NC	363
770 BILXMSMA	MS	364
1400 TLLHTNMA	TN	365
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56 MOBLALSA	AL	368
666 MONRLADS	ĬĂ_	369
668 MONRLAWM	LA	370
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1385 BHVLTNMA	IN	374
780 BRNDMEES	MS	375
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1315 LNCYTNMA	PL	1 378
240 LYHNFLOH 1374 PLSKTNMA	TN	380
1317 LRBGTNMA	TN	397
565 BYRGLAHR	LA	382
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1243 CHTOTHSE	IYN	385
204 HESOFLMA	FL	386
1319 LXTNTNMA	IN	387
1343 MNCHTNMA	TN	386
1249 CLTNTNMA	YN	350
322 STAGFLSH	FL	390
1041 LENRNCHU	NC	391
305 PNSCFLHC	FL.	382
1285 GTBGTNMT	IN	393
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